

NORTH CENTRAL RAILWAY

CONSTRUCTION UNIT AGRA

(ENGINEERING DEPARTMENT)

TENDER FORM

OPEN TENDER– SINGLE PACKET SYSTEM

REGULATIONS FOR TENDER & CONTRACTS, CONDITIONS OF TENDER AND SCHEDULE
OF RATES AND QUANTITIES

Tender Notice No. CEN00AGC0726 Dated 12.06.2026

Sr. No.	Description of work	E- Tender Notice No.	Approx. Cost	Bid Security	Cost of Tender form	Date of closing	Completion period
1	2	3	4	5	6	7	8
01	Preparation of land acquisition plans and proposals, obtaining forest clearances and other land acquisition related works in SRMT GGC New line, MTJ DHO 4th line and DER DAQ 4th line in jurisdiction of Dy. CE/C-2/Agra and Dy.CE/C/CNB.	CEN00AGC0726	2.62 Crore	5,24,000.00/-	Nil	14.07.2026	36 Months

Note: For complete details and submission of tender please see Indian Railway's website <http://www.ireps.gov.in>.

TENDER DOCUMENT

1. **Tender No.** : CEN00AGC0726 dated 12.06.2026.
2. **Name of work** : Preparation of land acquisition plans and proposals, obtaining forest clearances and other land acquisition related works in SRMT GGC New line, MTJ DHO 4th line and DER DAQ 4th line in jurisdiction of Dy. CE/C-2/Agra and Dy.CE/C/CNB
3. **Approximate Cost:** Rs. 2.62 Crores
4. **Earnest Money** : Rs. 5,24,000.00/-
5. **Completion Period** : 36 Months including monsoon & harvest from the date of issue of LOA.

5.	Last date of submission of Physical Bid Security	By 18:00 hrs (IST) on 13.07.2026.
6.	Address for submission of Physical Bid Security	Office of the Dy. Chief Engineer /Construction/AGC, inside DRM Office Complex, near Agra Cantt, Agra (Uttar Pradesh) 282001
7.	Bid opening Date	By 15.00 hrs (IST) on 14.07.2026

NOT TRANSFERABLE

Instructions to Tenderers (ITT) (Part-I)

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

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

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

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

- (a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Bid Security:

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

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period. The tender must be accompanied by a Bid Security as mentioned above, failing which the tender shall be **summarily rejected**.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i. e. excluding the last date of submission of bids**). Nominated official for this tender is Vijay Kumar, OS Agra Construction Mob – 8859822758, Office of the Dy. Chief Engineer /Construction/AGC, inside DRM Office Complex, near Agra Cantt, Agra(Uttar Pradesh) 282001.
 - 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 Bank Guarantee should be issued in favor of FA&CAO/C/NCR, failing which the bid will be summarily rejected.

- v. The Bank Guarantee should be submitted on non-Judicial Stamp paper of 0.5% of the BG value subject to a maximum of Rs. 10,000/-, failing which the bid will be summarily rejected:
- vi. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- vii. 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.
- viii. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Bid for the Preparation of land acquisition plans and proposals, obtaining forest clearances and other land acquisition related works in SRMT GGC New line, MTJ DHO 4th line and DER DAQ 4th line in jurisdiction of Dy. CE/C-2/Agra and Dy.CE/C/CNB”** 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.
- ix. The envelope shall be addressed to the officer and address as mentioned in the tender document. The name, designation and address of officer is Himanshu Gautam, Dy. Chief Engineer [Office of the Dy. Chief Engineer /Construction/AGC, inside DRM Office Complex, near Agra Cantt, Agra (Uttar Pradesh) 282001].
- x. 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.(PROFORMA P)
- (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.

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

“On IREPS Module, a facility has already been created for online submission of Annexure-V. Therefore, the provision of downloading of Annexure-V of GCC & uploading of physically signed Annexure-V by the tenderer has been discontinued on IREPS.” (Authority: Railway Board letter no. 2022/CE-I/CT/GCC Correspondence, dated 14.05.2024)

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

7A. Two Packets System of Tendering: This tender is having single packet system of tendering.

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

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

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

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

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

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

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

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

ANNEXURE - I

NORTH CENTRAL RAILWAY

TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the NORTH CENTRAL 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 North Central 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 ₹ 5,24,000.00/- has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

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

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

 Signature of Tenderer(s)

 Date _____

 Address of the Tenderer(s)

ANNEXURE - I (Contd. ...)

TENDER FORM (Second Sheet)**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

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

2. Drawings for the Work: The Drawing for the work can be seen in the office of the Dy. Chief Engineer construction Agra, North Central 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 North Central Railway as applicable 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 36 months from the date of issue of acceptance letter.

6. Bid Security:

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days for single packet system of tendering 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 North Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

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

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

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

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

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

10. Eligibility Criteria:

10.1 The Tenderer must satisfy the Minimum Eligibility Criteria as described below for adjudging the validity / consideration of his offer (**applicable for works costing more than Rs. 50 lacs**).

Similar work is defined as

Any Civil Engineering Survey Work involving Final location Survey/Engineering feasibility study/ Preparation of DPR using modern surveying techniques/ Photogrammetry/DEM/Ortho Photogrammetry for linear project", in addition the Bidder must have completed the work of Land Acquisition from beginning to the mutation of land for Railway or Highway Project in same work or any other contract irrespective of the amount of work, Otherwise the bid will be summarily rejected

(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 notarized, 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 sublated, 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. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.(PROFORMA Q3).

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. *Clear cut certification of previous year's balance sheet being not yet prepared/audited to be furnished by the chartered accountant in this regard. Without this certificate, balance sheet of the fourth previous year shall not be considered.*

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

All documents signed by CA should mandatorily have Unique Document Identification Number (UDIN) on the document. The document uploaded should be verifiable from UDIN portal by entering UDIN mentioned on document. Failing this, document shall not be considered for evaluation.

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

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 Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous proprietary 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. (PROFORMA C2)*
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. (PROFORMA C3)*
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. (PROFORMA C3)*
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 proprietary 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. (PROFORMA C3)*
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 proprietary firm "P" or partner in some other partnership firm "AX", credentials of A in proprietary 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. (PROFORMA E3)*

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past. (PROFORMA L, Q1, Q2 & Q3)
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work. (PROFORMA M & N)
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are /is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.
 (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy. Chief Engineer Construction Agra, North Central 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 up to latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be submitted Along with Tender:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be. (**PROFORMA-H**).
- (ii) Following documents shall be submitted by the tenderer:
 - (a) **Sole Proprietorship Firm:**
 - (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (b) **HUF:**
 - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (PROFORMA B1 & B2)
 - (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (c) **Partnership Firm:**
 - (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
 - (d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
 - (e) **Company registered under Companies Act 2013:**
 - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company. (PROFORMA E1&E2)
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
 - (f) **LLP (Limited Liability Partnership):**
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP. (PROFORMA F1 & F2)
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make

the contract liable for determination under Clause 62 of the Standard General Conditions of Contract. (ANNEXURE –VA)

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

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favor of the individual to sign the tender documents and create liability against the Society/Trust. (PROFORMA G1 & G2)
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no Suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor / a company or a partnership firm / 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 favor of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

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

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

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

- (a) Should a tenderer

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

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

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

AND

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

THEN

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

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

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

(PROFORMA -I)

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same. At present, Joint Venture firms shall be applicable to the work tenders of value more than **Rs. 10 Crore** (Rs. Ten Crore) only.

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 up to 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 along with 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. (PROFORMA D1)

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

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

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

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along-with 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. (PROFORMA: D2)

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 along-with the tender:

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper. (PROFORMA DB-1)
- (iii) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm. (PROFORMA DB-2)
- (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. (ANNEXURE VA)

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. (PROFORMA DA-1 & DA-1A)

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, (PROFORMA DC-1)
- (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 favor of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company. (PROFORMA DC-2)

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. (PROFORMA DD-1)
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favor 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. (PROFORMA DD-2)
- (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. (ANNEXURE VA)

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 favor of the individual to sign the tender documents and create liability against the Society/Trust. (PROFORMA-DE-1)

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, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

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

(b) For works with composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have

satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

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

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

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 whatsoever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is

inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

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

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

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

(a) Joint and several liabilities:

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

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

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

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (PROFORMA C-1)
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. (ANNEXURE-VA)
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

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

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest-bearing advances, as per Contractor's request. These advances shall carry a simple interest of **RBI Bank Rate + 5% (five percent) simple interest**, till further orders. (*Ref: Railway Board letter no. 2018/CE-I/CT/1, dated 12.05.2023*) The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

(Signature)

(Designation)

Signature of Tenderer(s) _____ Railway Date _____

Date

ANNEXURE - I (Contd. ...)

TENDER FORM (Third Sheet)

Name of Work: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

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

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

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

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

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

Dated _____

Signature of the Tenderer(s)

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

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

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

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

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.
- (b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometer _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____ Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

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

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

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

Divisional Railway Manager/Divisional _____ Engineer
 _____ Division
 _____ Railway

Date _____

for President of India

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

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

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature)

Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

ANNEXURE - IV

RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____

Date _____

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

Witnesses:

ANNEXURE-V
Reference -Para 6.1 of ITT

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

I..... (*Name and designation*) **appointed as the attorney/authorized signatory of the tenderer

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

ANNEXURE-V (A)

Reference -Para 6.1 of ITT

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

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

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 – VI

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

TENDERER'S CREDENTIALS (BID CAPACITY)**RAILWAY**

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

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

Where,

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

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

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

Note:

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

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A (Annexure VIB), and
 - (iii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. (PROFORMA -K)

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

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

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

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

President of India,

Acting through Dy. Chief Engineer /Construction / Agra,

North Central Railway,

Beneficiary: FA&CAO/C/North Central Railway

Date:

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

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

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

AND

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

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

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

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

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

Annexure –VIB

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

Each Bidder or each member of a JV must fill in this form separately:**NAME OF BIDDER/JV PARTNER:**

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

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. For consideration of balance sheet of the fourth previous year, a certificate stating that the balance sheet of the previous year is yet to be prepared/ audited certified by the Chartered Accountant shall be submitted. Without this certificate, balance sheet of the fourth previous year shall not be considered.
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.
4. All documents signed by CA should mandatorily have Unique Document Identification Number (UDIN) on the document. The document uploaded should be verifiable from UDIN portal by entering UDIN mentioned on document. Failing this, document shall not be considered for evaluation.

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)***

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

Standard general conditions of contract are as per latest GCC along with latest correction slips issued up to date of opening of tender. The clause numbers are kept same as of standard General Condition of Contract for ease in reference.

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

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

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

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

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

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

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

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

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

(i) "Works" shall mean the works to be executed in accordance with the contract.

(j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.

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

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

(l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

(m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

(o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

(p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.

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

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

(s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

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

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

GENERAL OBLIGATIONS

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

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

in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

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

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

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

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

3.(3) Environmental and Forest clearances:

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

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

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

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

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

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

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

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

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

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

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

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

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

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has

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

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

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

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

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

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

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

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

14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the

property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

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

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

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

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

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

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

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

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

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

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value **and additional Performance Gaurantee as per clause 16(4)(h)** in any of the following forms.
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee; (PROFORMA –J)
 - (iii) Insurance Surety Bond as per Annexure-XVII.

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, an additional performance security shall be submitted by the bidder as below:

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

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

17A. Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor 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 neighboring 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 therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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

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

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

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

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered

during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification:

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

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

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

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

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

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

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

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

18.(2) Punitive Provisions:

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

i) If his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security;

b) calling off of any pre-contract negotiations; and

c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

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

iii) Provisions in addition to above:

a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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

EXECUTION OF WORKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages

as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

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

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

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

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

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

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

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

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

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

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

may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. Rates for Items of Works:

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

surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VARIATIONS IN EXTENT OF CONTRACT

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

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

42.(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of

foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

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

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

CLAIMS

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

43.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in

favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

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

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

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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

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

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

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection

made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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

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

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

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

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

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

(a): Mobilisation Advance –

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

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

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

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

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

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

(b): Advance Against Machinery and Equipment –

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

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

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

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

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

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

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

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

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

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

46A.3 Validity:

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

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

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

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

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

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel

- 9C Item(s) for supply of Cement or/and Grout
 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

- $$(i) \quad L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- $$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- $$(iii) \quad F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- $$(iv) \quad E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- $$(v) \quad PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- $$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- $$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

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

Where,

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

N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

F _B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.

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

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

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

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

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

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

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

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

$$P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + PCEQP \times (CEQPi - CEQPo) / CEQPo];$$

- (v) $VINVCOM = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + PCEQP \times (CEQPi - CEQPo) / CEQPo + POTH \times (OTH_i - OTH_o) / OTH_o];$ and
- (vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [PLB \times (LBi - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o].$

Where

VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQPo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

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

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

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

P30Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30Co = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

$P24C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S24C$ = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P19C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S19C$ = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P12C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S12C$ = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P9C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S9C$ = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P6C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S6C$ = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P4C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S4C$ = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P2C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C$ = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P12C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S12C2.5$ = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P2C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C2.5$ = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

$P2C25_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C25$ = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

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

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

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

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

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

OTH_i = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

- (c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—
Optical Fibre Cable (POFC)	***%	—	—	***%	—	—

30C x 1.5 sq mm signalling cable(S30C)	***0%	—	—	***0%	—	—
24C x 1.5 sq mm signalling cable (S24C)	***0%	—	—	***0%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	***0%	—	—	***0%	—	—
12C x 1.5 sq mm signalling cable (S12C)	***0%	—	—	***0%	—	—
9C x 1.5 sq mm signalling cable (S9C)	***0%	—	—	***0%	—	—
6C x 1.5 sq mm signalling cable (S6C)	***0%	—	—	***0%	—	—
4C x 1.5 sq mm signalling cable (S4C)	***0%	—	—	***0%	—	—
2C x 1.5 sq mm signalling cable (S2C)	***0%	—	—	***0%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***0%	—	—	***0%	—	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***0%	—	—	***0%	—	—
2C x 25 sq mm signalling cable (S2C25)	***0%	—	—	***0%	—	—
0.9 mm dia, 6Quad cable (QC)	***0%	—	—	***0%	—	—
Labour (PLB)	***0%	—	***0%	***0%	***0%	***0%
Other materials	***0%	***0%	***0%	***0%	***0%	***0%
Total	100%	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - Cu_o) + CCF_{cu}(CC - CC_o) + FeF (Fe - Fe_o)$$

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

$$P_i = P_o + CuF (Cu - Cu_o) + AlF_{cu}(Al - Al_o) + CCF_{cu} (CC - Cc_o) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - Al_o) + CCF_{Al}(CC - CC_o) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

Cuo= Price of copper Rod in Rs. Per MT

CCFCu= Variation factor for PVC Compound for Copper Signalling & Telecom cable

CCo= Price of PVC Compound in Rs. Per MT

AlF= Variation factor for Aluminium

Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

CCFAI = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

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

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

C_c= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

- (i) Size 30 C x 1.5 sq.mm.

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CCo) + 0.425(Fe - Feo)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CCo) + 0.398(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CCo) + 0.343(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CCo) + 0.289(Fe - Feo)$$

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

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

$$P9C_i = P9C_o + 0.117(Cu - C_uo) + 0.241(CC - CCu) + 0.383(Fe - Feo)$$

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

- (vi) Size 6Cx 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_uo) + 0.199(CC - CCu) + 0.329(Fe - Feo)$$

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

- (vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_uo) + 0.152(CC - CCo) + 0.277(Fe - Feo)$$

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

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

$$P2C_i = P2C_o + 0.073(Cu - C_uo) + 0.156(CC - CCo) + 0.3(Fe - Feo)$$

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

- (ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5_o + 0.282(Cu - C_uo) + 0.371(CC - CCo) + 0.342(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (x) Size 2C x 2.5 sq.mm

$$P2C2.5_i = P2C2.5_o + 0.047(Cu - C_uo) + 0.139(CC - CCo) + 0.277(Fe - Feo)$$

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

- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C25_i = P2C25_o + 0.146(Al - Alo) + 0.303(CC - CCo) + 0.306(Fe - Feo)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQC_o + 0.135(Al - Alo) + 0.139(Cu - C_uo) + 0.515(CC - CCo) + 0.693(Fe - Feo)$$

For PVC Compound Grade CW-22, is to be taken into consideration.

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"

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

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (SQ /SB) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central & South Western

46A.10 Price Variation during Extended Period of Contract:

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

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

"The classification for calculating the PVC shall be as mentioned below for this tender.

PVC Classification of this tender is 9 'Any Other Works not covered in Classification 1 to 8' of GCC 2022 para 46(A).6.

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

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual

obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

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

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

48(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

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

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

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

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

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed

delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

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

51-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company,

the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

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

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

LABOUR

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

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

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

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices

directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

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

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

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

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

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

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

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

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

55-B.Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of

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

55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ Updation in Portal shall be done as under:

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

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

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

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

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

57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with

the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

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

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

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

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

59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to
(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

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

59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

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

59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

60.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

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

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

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

EXPLANATIONS:

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

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of

work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

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

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

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

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

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified

in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

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

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

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

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

SETTLEMENT OF DISPUTES–INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.1 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

64.(1) : Demand for Arbitration:

64.(1)(i)(a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

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

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

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

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

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

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

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

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

64.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the 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.

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

64.(3)(b): Two selected arbitrators are free to select presiding arbitrator (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.

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

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

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

(a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(b) Age of arbitrator at the time of appointment shall be below 70 years.

(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

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

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

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

time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

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

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

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 17B

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ *(name of work)*.

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ *(Quote specific application of Contractor for extension to the date received)* _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIIA

(Reference Clause 40(A))

Registered Acknowledgement Due

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK_____
RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIIB

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____
6. Physical fitness _____
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

ANNEXURE – IX

(Reference Clause 62. (1)

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)****RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/ Standard Correspondance through IR-WCMS/ Email on
registered IREPS Email

PROFORMA OF TERMINATION NOTICE**RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The final measurements of work executed by you against the said contract will be taken/started on.....athrs. at site. The measurement will be continued till all the measurements are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurement shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....**(DETAILS OF PART OF WORK TO BE MENTIONED)** RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

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

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

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

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

Or

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

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

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

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

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

Signature of the Contractor/s
Witnesses _____

for and on behalf of the President of India

ADDRESS _____

ANNEXURE-XV

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of the Standard General Conditions of Contract.

.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

ANNEXURE-XVI

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name:
 2. Contact Details:
 3. Prior experience (Including Experience with Arbitrations):
 4. **I do not have more than ten on-going Arbitration cases with me.**
 5. I hereby certify that I have retired from Railways w.e.f. _____ and empaneled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
 6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
- Or
- I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
- Or
- I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

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

Date:.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through.....(*Designation & address of contract signing authority*),.....Railway,.....(hereinafter called “The Railway”) having accepted the bid of M/S XXXX 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 authorized 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 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 & irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in constitution of the Contractor.
7. The Surety agrees that no change, addition, modification 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 obligation 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 totaling 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 expression 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 Railways. This Bond is subject to the Uniform, Rules for Demand Bonds, ICC Publications 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 fulfillment 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 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 XXXX 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.]

NORTH CENTRAL RAILWAY
AGRA CONSTRUCTION UNIT
3.0 SPECIAL CONDITIONS OF CONTRACT

3.1- RETURN OF BID SECURITY OF UNSUCCESSFUL TENDERER:

(Ref: 2007/CE-I/CT/18(Pt.I) dated: 10.09.2008.)

The Bid Security will be returned to unsuccessful Tenderers within reasonable time but the Railway shall not be responsible for any loss or depreciation that may happens to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents. The Railway is not liable to pay any interest on the Bid Security for the period it is kept in the possession.

- a. In case of single packet system of tendering, the Earnest Money submitted by all the tenderers except L1, may be released after the acceptance of the offer of L1.
- b. In case negotiations are proposed to be held, the Earnest Money submitted by all the tenderers other than the tendered with whom negotiation has been proposed, may be released after the acceptance of the recommendations of the tender committee by the accepting authority for holding negotiations.
- c. If the tender is not finalized within the original validity period, the EMD of the tenderers who do not agree to extend the validity of their offers, may be released. This may, however, be done only after the receipt of refusal from the tenderers for any further extension, in writing.
- d. In two packet system of tendering, the EMD of tenderers not found technically suitable (for opening of the price bid), may be release after acceptance of recommendations of the Tender Committee by the accepting authority on the first packet.

3.2- VERIFICATION OF CREDENTIALS OF SUCCESSFUL BIDDER:

(Ref: RB letter No. 2018/CE-I/CT/12 dated 05.09.2023):

The verification of the successful tenderers' credentials including BG, if not already verified, shall be ensured by the "agreement signing authority" before entering into the agreement with the agency. However, letter of acceptance (LOA) may be issued while verification is pending

3.3- MODE OF PAYMENT:

(Ref: FA & CAO/NCR letter No. NCR/ALD/BKS/POLICY/PART-1 dated 05.12.2007)

The payment to the contractor/vender would be made through NEFT/ECS. The contractor has to submit the following information duly certified by the concerned branch of Bank. Centre (City Code)

1. IFSC Code (Bank Branch specific No.)
2. Name of Bank
3. Branch Code
4. Beneficiary name
5. Account No.
6. Type of account.
7. PAN No.

3.4- DRAFTING OF VEHICLES AND EQUIPMENT OF CONTRACTOR:

(Ref: RB letter No. 2003/CE-I/Misc/3/DM dated 26.5.2006).

- (i) Railway Administration can draft Vehicles and equipments of Contractors in case of accidents/ natural calamities involving human lives. For payment purpose, the item may be operated as new non-schedule item (NS Item) as per existing norms and powers delegated.

3.5- DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR:

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

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

3.5.1.2 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.

3.5.1.3 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.

3.5.2 Deployment of Qualified Engineers at Work Sites by the Contractor:

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

3.5.2.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 3.5.2.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

3.5.2.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be as under.

NOTE: In terms of provisions of clause 3.5.2.1, contractor shall employ following Qualified Engineers during execution of the allotted work:

- (i) one qualified graduate engineer when the cost of the work to be executed is Rs. 200 Lakh and above.
- (ii) One qualified Diploma holder when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs. 200 Lakhs.

Further, in case the contractor fails to employ the qualified engineer, as aforesaid in above Para, in terms of provisions of Clause 3.5.2.1, shall be liable to pay an amount of **Rs. 40,000 and Rs. 25000 for each month** or part thereof for the default period for the provisions, as contained in Para (i) & (ii) above respectively.

3.6- NON-APPLICATION OF PRICE VARIATION CLAUSE (PVC) TO ANNUAL MAINTENANCE CONTRACTS (AMC) AND ZONAL CONTRACTS: (Ref: Railway Board Letter no. 2013/CE-I/CT/O/10/PVC/Pt.-I, dated 27.01.2015).

The Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract.

3.7- MULTIPLE L-1:

(Ref: Railway Board Letter no. 2017/Trans/01/Policy, dated 08.02.2018.)

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also 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.

3.8- HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES:

(Ref: Railway Board Letter no. 2017/Trans/01/Policy, dated 08.02.2018.)

As a result of variation, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded:

SN	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs. 50 lakh)	10
2	Other than Small value contracts (Tender value equal to or more than Rs. 50 lakh)	5

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

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

- The above shall be regulated as under:

a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter no. 2007/CE-I/CT/18/Pt. XII, dated 31.12.2010 hereby gets superseded.

b) Executives while executing the work shall make all efforts to ensure that no vitiating takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.

c) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/additions by way of new items will not be counted for computing Vitiating.

3.9- ADVANCES TO CONTRACTOR:

The advances are applicable for tenders valuing more than 50 Cr subject to the conditions mentioned in clause 46(4) of IR standard general condition of contract and also following conditions.

- (1) Besides Mobilization advance and advance against machinery and Plant as stipulated in clause 46(4) of IR Standard General Condition of Contract 2022, following advances can be considered by General Manager:
 - (a) **Advances for accelerating progress of the work during course of execution of contract:** - This advance is to be decided on the merits of each case and shall be restricted to a maximum of 5% of contract value. This is to be granted by General Manager on the recommendation of the Chief Engineer in-charge, in consultation with the Associate Finance. While recommending this advance for sanction of General Manager, the Chief engineer in –charge shall also confirm that progress of the contract work has been as per milestones/targets laid down and no extension to date of completion of the contract has been given on contractors account.
 - (b) **Advances in Exceptional Cases:** - General Manager can grant advances in exceptional cases upto a maximum of Rs 20 Lacs in respect of even contracts of value less than Rs. 50 cr, if considered absolutely essential, depending on the merits of each case and circumstances in each situations, to be recommended by the Chief Engineer in–charge and in consultation with the Associate Finance.
- (2) Advances except those against machinery and equipment shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/ NSCs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).
- (3) The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of original contract value. The installment on each “on account bill” will be on pro-rata basis.
- (4) That the grant of advance is primarily in Railway’s own interest;
- (5) That a contractor does not receive advances for same work from different officers;
- (6) The arrangements are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances; and
- (7) That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper progress of the work.
- (8) The advance shall carry an interest at the rate to be decided by the Railway Board and communicated at the beginning of every financial year, to be applicable for the tenders to be opened in that financial year. As per Railway Board letter no. 2018/CE-I/CT/1, dated 12.05.2023, the rate of interest shall be **RBI Bank Rate + 5% (five percent) simple interest**, till further orders.

3.10- USE OF PATENTED ITEMS IN WORKS CONTRACT:

(Ref: Railway Board Letter no. 2018/CE-I/Innov/1, dated 18.01.2018)

It is expected that execution of work may require supply and fixing of patented items such as cable anchors, specialized grouts, spring dampeners in bridges, special SEJs etc.

1. In case, the agency supplying the patented item is not the contractor to whom the work is assigned and these items are being procured by the Contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min JA Grade Officer), who will ensure that all design and safety aspects are taken care-of. For any specific requirement concerning execution, warranty etc., an agreement/MOU is to be entered between the main contractor and the party supplying the patented items, clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnished to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer-in-charge; such item can be used in work.

2. The agency supplying the patented item shall provide complete details/ specifications/drawings of the items including the manner in which it is to be used.
3. During the installation of such patented items, authorized representative of the firm, supplying such patented/propriety items shall be present and after the execution of work, a certificate to be issued by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer-in-charge executing the contract, before releasing payment for the work done.

3.11- IDENTITY CARD:

1. The contractor shall provide Identity card to each labour, duly certified by Railway's nominated official, as per Proforma-O (enclosed). (*Ref : RB letter No. E (LL) 2015/PNM/AIRF/1 dated 20.10.2015.*)
 - (a) The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of contract work, as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No. 62(1)(vii) of IRGCC.
 - (b) It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.
 - (c) It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of work.
 - (d) No claims whatsoever arising out of implementations of special conditions pertaining to issue of identity cards shall be admissible.
2. **Further** in zonal tenders, horticultural tenders, house-keeping tenders and in those tenders in which contractor's staff are required to be deputed to work in Railway colonies, quarters and offices "Contractor(s) will deploy his/their those staff only for working in Railway colonies, quarters and offices, whose credentials have been verified/checked by the contractor(s) and who have been issued laminated/plastic photo identity cards by the contractor(s) in advance, containing their name, father's name, date of birth, permanent address, and signature/thumb impression of concerned staff, duly authenticated by the signature of the contractor for faithful completion of the work. A copy of such photo identity cards along with the list of such staff will also be immediately submitted by the contractor(s) to the engineer-in-charge who will forward a copy of the same to the local police station for police verification. The staff of the contractor(s) whose police verification is not reported to be satisfactory will have to be immediately removed by the contractor(s) from the work place as soon as he/they are advised by the engineer-in-charge." (*Ref: 74-W/Tender/Policy/(art-III/62-09 dated: 30.11.2009.)*)

3.12- ADHERENCE TO MINIMUM WAGE Act 1948:

Contractor should strictly follow Minimum Wages Act 1948, related orders & prevailing Labour Laws. In case of any failure on this account, contractor is liable to be taken up under relevant Punitive/Panel proceedings. When any complaint is received for violation of Labour Laws by the contractor, guilty contractor may be Black listed & contract may be terminated following the due procedure, apart from initiating Criminal proceeding against them with the help of Labour Department officials. (*Ref: Railway Board letter no. 2018/E (LI)/AT/CNR/3, dated 24.01.2018*)

3.13- INSPECTION BY PSSA

Railway may deploy PSSA in place of railway representative for monitoring/inspection of work. The tenderer should follow the instructions and direction given by PMS/PSSA as per their duty/ authority given by Railway. (Ref: RB letter no. 2023/CE-I/CT/L/Policy dated 15.3.23)

3.14- TWO PACKET SYSTEM OF TENDERING

In case a bidder, after expiry of closing time of submission of bids, withdraws his offer or when bids are already opened does not extend validity of his offer after expiry of same or in case of EPC tenders does not submit physical documents like Power of Attorney/Joint Bidding Agreement etc. required to be submitted before opening of bids; the technical bid of such bidder shall also be opened/evaluated by the tender committee. However, the financial bids of only technically qualified bidders(including bidder who has withdrawn his offer or has not extended validity of his offer after expiry of same or in case of EPC tenders has not submitted above documents, but otherwise technically qualifies) shall be opened.

Further, action by TC should be taken as per direction mentioned in RB letter no. 94/CE-I/CT/4(Pt-17) dated: 20.02.2020.

3.15- LIST OF APPROVED LABORATORIES FOR TESTING OF ENGINEERING MATERIALS.

If required, the testing of samples may be done from outside agency/ laboratory approved by Railway. The list of approved agencies/laboratories is as given below. All the lab testing charges will be paid by the contractor. (Ref: CE/SD/NCR/HQ letter no.291.W/29/QC/Policy/Works/834 dated 25.04.2025).

A list of approved laboratories for testing of materials is as under:

1. Moti Lal Nehru Regional Engineering College, Allahabad
2. Institute of Engineering and Rural Technology, Allahabad.
3. CSP/N.C. Rly./ Subedarganj, Allahabad.
4. IIT (BHU), Varanasi.
5. KNIT, Sultanpur.
6. HBTI, Kanpur.
7. IIT, Kanpur.
8. Material Test Laboratory, Civil Engg. Deptt., AMU, Aligarh.
9. National Test House, Kamala Nehru Nagar, Ghaziabad.
10. IIT, Delhi.
11. Delhi College of Engineering, Delhi.
12. Sri Ram Test House, Delhi.
13. Faculty of Engineering, Dayalbagh Educational Institute, Dayalbagh, Agra.
14. Madhav Institute of Technology, Gwalior.
15. Bundelkhand Institute of Technology, Jhansi.
16. Forest Research Institute, Dehradun (For woodwork)
17. Any NABL approved laboratories.

For any addition/deletion in above list, approval of HQ (CE/SD) has to be obtained.

Contractor is free to get the material tested from any of the above laboratories, with prior approval of Engineer's representative which will be final. For specific specialized items, tests not being done in above laboratories, decision will be taken by Sr. DEN/DENs, on reference from contractor.

3.16- GUIDELINES FOR APPOINTING THE CONCILIATOR/DAB/ARBITRATOR(S) AND FEE PAYABLE TO: *(Ref: RB letter no. 2009/CE-I/CT/14/Main, dated 11.07.2024)*

(A) Conciliation of Disputes

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 deals 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 of differences.
- iii. Before start of proceeding, Sole conciliator 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.”
- iv. In case of transfer with in 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

- i. 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.

(B) Dispute Adjudication Board (DAB)

(I) Appointment:

- i. 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 & up to 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 more than 2 years.
- iii. Every member in DAB will be entitled to the same fee.
- iv. DAB member shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019 & 04.09.2019 to the extend applicable.

(C) Arbitrator(s) for Arbitration:

(I) Appointment:

- i. As per relevant clause of 'Contract Document'.

(II) Qualification:

- i. As per relevant clause of 'Contract Document'.

(III) Fee Structure:

- i. Fee Structure for Retired Officer:

Sum in Dispute (Sum of Claim & Counter Claims)	Amount payable per Arbitrator per case
Up to Rs. 5,00,000	Rs. 45,000
Above Rs. 5,00,000 and UP to Rs. 20,00,000	Rs. 45,000 plus 2 percent of the claimed amount over and above Rs. 5,00,000
Above Rs. 20,00,000 and up to Rs. 1,00,00,000	Rs. 75,000 plus 1.5 percent of the claimed amount over and above Rs. 20,00,000
Above 1,00,00,000	Rs. 1,95,000 plus 0.50 percent of the claimed amount over and above Rs. 1,00,00,000 subject to maximum ceiling of Rs. 4,00,000
Note: In the event, the arbitral tribunal is consisting of a sole arbitrator, he/she shall be entitled to an additional amount of Twenty Five percent (25%) on the fee payable as per the table set out above. Maximum ceiling shall also be enhanced accordingly.	

Arbitrator(s) shall also be entitled for other emoluments as per RB's letter No. 2009/CE-I/CT/14/Main dated 01.04.2019 & 04.09.2019 or as amended from time to time.

(i) Fee Structure for serving officers:

In partial modification of RB's letter No. 2019/Trans Cell/S&T/Suggestions from GMs dated 02.09.2019, the honorarium payable to serving Railway officers appointed as arbitrators shall be:

- a. Rs. 2500 per day and Rs. 1250/- per half day subject to maximum of Rs. 25,000/- per case.
- b. All other terms and conditions of above letter remain same.

3.17-ELECTRONIC REVERSE AUCTION (E-RA):

(Ref: RB L No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

Process of Electronic Reverse Auction (e-RA) may be adopted for Works tenders valued more than Rs. 50 Cr. on case to case basis (optional), with no further negotiation with L1 if L1 is selected through e-RA process.(Ref: RB L No. 2018/CE-I/CT/18 dated 21.11.2024)

The details are as under:-

- a) Financial Bids in single currency/parameter only shall be allowed. This currency will be in INR (Indian Rupee) unless otherwise specified in tender document.
 - b) The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e-RA.
 - c) Conduct and reporting of Reverse Auction shall be as detailed below.
1. Depending upon the nature of item/work/service and complexity of case on hand, following shall be indicated in the tender for e-RA itself by convener of the tender committee.
 - (a) Initial e-RA period: This shall be the initial time interval for e- RA. e-RA shall be open for this duration.
 - (b) Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.
 - (c) Minimum decrement in percentage of value of the last successful bid.
 2. Date and time for start of e-RA shall be communicated to qualified Tenderers by the convener after evaluation of the Technical Bids.
 3. After submission of Initial Price Bid, Tenderers will not be allowed to revise the taxes and other levies.
 4. During auction period, identities of the participating Tenderers will be kept hidden.
 5. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial Price Bid of the Tenderer eligible for award of contract.
 6. After close of the RA, tabulation of last (minimum) bids received from all the Tenderers will be generated and made visible to Railways and participating Tenderers.
 7. Railway users can also view the bidding history in chronological order.
 8. Bidders not be allowed to withdraw their last offer.
 9. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Works and Services tenders.
 - d) The essential technical and commercial parameters will be specified in a transparent manner in the tender document. No deviation to such essential Technical & Commercial conditions shall be permitted to the tenderer(s) in the electronic bid form.
 - e) Technical Bid & Initial Price Offer:
 - (i) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer. The offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA.
 - (ii) Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.
 - (iii) Initial Price Offer of only those bidders categorized as Qualified for Award of contract shall be opened and tabulated by system separately.
 - f) Financial Bid:
 - (i) Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction: Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:

Number of Tenderers Qualified for Award of contract	Number of Tenderers to be selected for Reverse Auction	Remarks
<3	Nil*	The bid disallowed from participating in the Reverse Auction shall be the highest bidders(s) in the tabulation of Initial Price Offer. In case the highest bidder quotes the same rate, the Initial Price Offered received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of tenderers qualified for award of contract (round off to next higher integer)	

- (ii)*If the number of Tenderers qualified for Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).
- (iii) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017 (ref DIPP letter no. P-45021/2/2017-B.E-II dated 15.06.2017 & RB Lr No. 2015/RS(G)/779/5 dated 27.12.2017) , found Qualified for Award of Contract and are within the specified range of price preference of lowest Initial Price Bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per sub para (i) above.
- (iv) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.
- (g) **Reverse auction among bids categorized as Qualified for Award of Contract shall be conducted on IREPS platform.** Bidders shall be able to see the auction screens.

3.18- LETTER OF CREDIT

INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC):*(Ref: Rly Bd's L.No.2018/CE-I/CT/9 dated 04.06.2018)*

- (1) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (2) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (3) The option so exercised, shall be an integral part of the bidder's offer.
- (4) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (5) In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC.

- (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in the applicable financial year. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (*enclosed Annexure-B*) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
 - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railway.
 - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
 - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
 - (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - (m) The railway's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
 - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
 - (o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
6. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
 7. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as *Annexure-A (enclosed)*.

ANNEXURE -A

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

Office of Railway,

No.....
The PFA/Sr. DFM/Dy. FA
HQ/Division/Workshop/Const.
.....

Dated:-...

Sub:- Opening of LC –
Ref: - Contract Agreement No....

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

- (i) Name of Contractor
- (ii) Vendor code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details;
 - (a) Bank name
 - (b) Address
 - (c) Account No.
 - (d) IFSC Code
- (xi) Validity/period for which LC is to be opened.....

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

(Signature)
Name.....
Designation.....

(Official Seal)

ANNEXURE-B

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:-

DOCUMENT OF AUTHORIZATION

Ref.: (i) Works Contract No..... Dated.....

(ii) Inland Letter of Credit No.....Dated.....

This document is issued against contract No..... *(FROM IREPS)*
 DATED..... FOR WORK OF *(DESCRIPTION OF WORK FROM IREPS)*.....

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

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

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
1						
2						
Total Paid						

THIS PAYMENT:

LC balance after this payment:

(Signature of authorized Railway authority)

Name

Designation

Official Seal

3.19-CONTRACTOR'S E-MB:

(Ref: Railway Board's letter No.2017/CE-I/CT/9 dated 31.05.2023 & Advance correction Slip No. 50, Railway Board letter no. 2016/CE-I/CT/14/Measurement/1 dated 21.09.2017)

For all contracts more than Rs.5 Crore, Contractor's e- MB is mandatory. *(Ref: Railway Boards Letter No. 2017/CE-I/CT/9 Date 31.05.2023)*

For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Contractor's Measurement Book:

1. Railway shall arrange contractor's measurement book (CMB), each having sheet No. 1A to 4A (form E 1313), followed by 100 machine number pages (Form E 1313, sheet No. 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.
2. CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15 mm of the margin available between edge and pinhole tear line. This hall ensures availability of minimum 35 mm clear margin to re-bind measurement books later on.

Movement and upkeep of Contractor's Measurement Book:

3. Dy. Chief Engineer in charge of contract (Dy. CE/C) in charge of contract shall handover required no. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet no. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.
4. CMB shall be registered with unique No. in the register of Measurement Books (Form E.1314) maintained in the office of Dy. CE/C. Separate accountal of CMBs for each agreement shall be maintained in the office of Dy. CE/C and AEN/XEN.
5. In case of change of "contractor's authorized engineer", fresh approval shall be taken from Dy. CE/C before recording of measurement.
6. While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E 1313), and keep the same in safe custody.
7. Similar system as for CMB, shall be followed for issuing Field Book/Level Book (E. 1317/A) to contractor for recording of levels in the field book/level book.

Measurement:

8. The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between measurements.
9. The contractor shall communicate the date of measurement to AEN/XEN in sufficient advance to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.
10. In on account contract certificate, measurement shall be recorded for items and quantities to be paid in the concerned on account contract certificate.
11. However, in every 4th on account certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/Final Contract Certificate.
12. No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done.

13. The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.
14. At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.
15. The contractor shall submit required copies of invoice and on account contract certificate/ final contract certificate (similar to form E. 1337 and Form E. 1338) to the AEN/XEN duly marking them – original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.
16. In case contractor requires provisional payment of on account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write “For Provisional Payment” on top of such on-account contract certificate.
17. AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in office of AEN/XEN.

Release of Provisional Payment:

18. Senior Section Engineer/ “Junior Engineer with 5 year experience” (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional “on account contract certificate” as under;

“Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor”.

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book / level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made.

At this stage no test check of measurements by railway is required.

19. AEN/XEN shall keep a copy of contractor’s invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Dy. CE/C unit for passing the bill and release of payment.
20. The provisional on account contract certificate shall be passed by Dy. CE/C and payment shall be released by associate finance based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy. CE/C before sending the measurement sheet back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.
 - a) While processing 75 % of provisional payment bill, concerned executives shall ensure that supply items given by contractor are commensurate with requirement for execution of works.
 - b) The word Deputy CE or its equivalent shall mean equivalent Branch Officer of the division/RE organization. XEN/AXEN shall mean their equivalent counterparts in Division/RE organization.
(Ref: Railway Boards Letter No. 2017/CE-I/CT/9 Date 31.05.2023.)
21. No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalised.

Test Check:

Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements. (Ref: Railway Boards Letter No. 2017/CE-I/CT/9 Date 31.05.2023.)

22. Necessary test checks shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/final contract certificate. SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools & plants to facilitate test check by railway officials.

23. The stipulated test checks for AEN/XEN and SSE/JE level is tabulated below:

S. No	Description of Works	Test Check in terms of % of value by	
		SSE/JE	AEN/XEN
(a)	Measurement of Ballast, pitching stone, Earth work and hidden items	100 %	100 %
(b)	Measurement of all other items	100 %	20 %
(c)	Initial and Final levels along centre line for earth work in embankment and cutting	100 %	100 %
(d)	Intermittent levels along centre line for earth work in embankment and cutting	100 %	20 %
(e)	Initial, intermittent and final levels except centre line for earth work in embankment and cutting	100 %	20 %

Note: The check regarding levels of earth work invariably shall be carried out in cross sections having heavy cross slopes.

24. Contractor's recorded measurement sheet shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by SSE/JE.

25. The discrepancy noted (if any) during test check of recorded measurements shall be communicated by AEN/XEN to the contractor.

26. In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

Full payment of On Account certificate / Final Contract Certificate:

27. AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and AEN/XEN to the Dy CE/C for passing the bill and release of payment.

28. Once the payment is released, Dy. CE/C shall return back the used sheets of CMB to AEN/XEN for safe custody, duly crossing of measurements by finance officer.

29. Once all used sheets of a particular CMB is received back by AEN/XEN from Dy. CE/C, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1A to 4A for submission of CMB to Dy. CE/C office. Dy. CE/C office shall record the receipt of same in sheet No. 2A of CMB and register of Measurement books (Form E1314).

30. The final contract certificate shall be passed by Dy. CE/C only after receipt of all CMBs (used/blank) from AEN/XEN.

31. The provisions of this para 1316A shall be applicable to all the departments of Indian Railways and to be executed through equivalent authorities of respective departments.

(Sheet1A)

Railway.....

CMB No.....

CONTRACTOR'S MEASUREMENT BOOK**Department**.....**Division/Construction Unit**.....**Name of Work**.....**Agreement No**.....**Name of Agency**.....**Name to whom Issued**.....**Designation**.....**Date of Issue**.....**Date of return**.....

(Sheet2A)

CMB No.....

CONTRACTOR'S MEASUREMENT BOOK

Department.....

Division/Construction Unit.....

Name of Work.....

Agreement No.....

Name of Agency.....

Issued to.....(Name &
designation).....

...(Station)..... on.....(date)

Received by.....
(signature)----- (designation)
(Station)
On (date)

Date of first entry.....

Date of last entry.....

Date received back in Division/unit

Office after completion of book

Certified that this measurement Book contains 100 machine numbered pages from
..... to (both pages inclusive) which have been counted by me and are correct

Signature.....

Date.....

Designation

SHEET 3A

Railway..... CMB No..... CONTRACTOR'S MEASUREMENT BOOK					
Name of work.....					
Agreement No.....					
Name of Agency.....					
Issued to.....					
(Contractor's name)					
..... (Station)		on..... (date)			
Certified that this Measurement Book contains 100 machine numbered pages from.....to.....(both pages inclusive) which have been counted by me and are correct. No sheet in torn.					
I understand that the measurement book is very important document and hence I shall ensure its proper upkeep and safe custody.					
Received by.....					
(Signature of contractor)					
..... (Name)	 (Station)	 (date)	
Date of first entry.....					
Date of last entry.....					
Certified that this Contractor's Measurement Book pages returned by contractor have been counted by me and are correct. The details of pages received by me is as under:					
S. No.	On Account Bill No.	Page No. From.....To	No of Pages	Date of receipt in AEN/XEN Office	Sign& Designation of Railway Official
1					
2					
3					
4					
5					
6					
7					

(Sheet4A)

Railway.....

CMB No.....

CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No.....

Name of Agency.....

INDEX OF M.B

[illegible]

(Sheet 5A)

Railway.....

CMB No.....

Division/Construction Unit

Space for Machine numbering
with six digits unique number

CONTRACTOR'S MEASUREMENT BOOK

Name of work.....

Agreement No.....

Name of Agency.....

INDEX OF M.B

[illegible]

3.20-SAFETY RULES

(Authority: PCE/NCR safety circular no. 103(R) of 2019 issued vide NCR/HQ letter No. 219-W/18/NCR/TP dated 20.11.2019 along with Correction slip to PCE safety circular no. 103(R) of 2019, Issued vide NCR/HQ letter No. 219-W/18/NCR/TP/Pt-III, dated 27.01.2023)

1.0 General:

- 1.1 Safety at work site is a cause of concerned and instructions in this regard have been issued from time to time by Railway Board and HQ office.
- 1.2 The safety precautions are required to be ensured in all works executed by open line and by associated organization including NCR Construction, RVNL, DFCCIL, RE, and other organizations executing project in the jurisdiction of NCR. In subsequent paras, the above organization will be addressed as 'project organization'.
- 1.3 It is necessary for each and every person, to ensure laid down safety instructions while executing work on track and/or adjoining to track having potential to endanger safety of running trains as well as the work force deployed.
- 1.4 The provisions laid down in para 819 of IRPWM should be ensured by open line organization if work is executed by open line organization. Laid down instruction of para 819 of IRPWM are clarified with respect to project organization.

Sub Para	Content	Role Assigned in case work being carried out by project organization
819(i)	The contractor shall not start any work without the presence of railway supervisor or his representative and contractor's supervisor at site.	Railway supervisor's role to be played by project organization's nominated supervisor.
819(ii)	Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.	Project organization will ensure demarcation and acknowledgement to NCR's officials.
819(iii)	The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.	Project organization will give written MEMO to SE (P.Way)/NCR for imposing look out and whistle caution order, whenever required.
819(iv)	The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by ADEN which will be valid only for the work for which it has been issued.	Competency certificate will be issued to project organization's Executive (Regular officer of the project organization equivalent or above of ADEN of Railway). The nominated officer of project organization will issue competency certificate to supervisor of the project organization and its contractor's supervisor as per annexure-I and the same will be countersigned by sectional ADEN.
819(v)	The ballast/rails/ sleepers/other P.way materials after unloading along track should be kept clear	Nominated supervisor of project organization is to ensure the same.

	off moving dimensions and stacked as per the specified heights and distance from the running track.	
819(vi)	Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer in Charge.	Implementation of supplementary site specific instruction issued by ADEN open line of railway should be ensured by project organization.
819(vii)	The Engineer in charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both, i.e. Railway supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.	Project organization will advise sectional ADEN about the detailed planning of work including protection of track and safety measures proposed to be adopted. Project organization to ensure serial no./page no. marked register and proper entries before start of the work in vicinity of running track.

1.5 As regarding para 806 (for works of short duration) and 807 (for works of long duration) are concerned, no work should be carried out by project organization (except NCR Construction) without involving NCR's JE/SSE (P.Way). The duties instructed in above Para to JE/SSE(P.Way) will be exercised by open line officials with required manpower and machinery to be deployed by project organization. In case of NCR Construction organization, the above responsibility will be exercised by JE/SSE(P.Way) of NCR construction.

2.0 Safety at Work sites:

To ensure safety at work site, the following instructions should be ensured:-

2.1 Measures to be ensured prior to start of work (in case of work being executed by project organization, same will be ensured by Project organization and confirmation will be given to ADEN):-

- Name & address of the contractor assigned to execute the work.
- Contractors list of the number(s) of individual vehicle(s), names and license particulars of the driver(s) proposed to be used/deployed.
- Possession of necessary competency of contractor's supervisor and work force shall be the responsibility of the Executive of the Project organization. However, if requested, by Project organization, training may be provided to the contractor's team by Zonal/Divisional Railway Training Institute on necessary payment basis and based on availability of slot.
- Respective supervisor of the open line and Project organization who is executing work at site will ensure safety precautions against any danger to safety of track.
- Before start of the work, it will be ensured that Barricading as per the drawing in Annexure-II has been provided at least at 3.5 meter distance from centre line of track. A line marking should also be done at a distance of 6 meter from the centre line of the track.
- The entry of any road vehicle at construction site parallel to IR track shall be checked round the clock by providing manned barriers and other possible tress pass locations shall be prevented by physical obstruction.
- The worksite shall be suitably demarcated to keep public away from the work area. Necessary signage boards shall be provided at appropriate locations to warn the public.
- Compliance to check list before start of the work given in Annexure-III shall be ensured that all the requisite measures have been taken.

2.2 Measures to be ensured during the execution of the work (in case of work being executed by project organization, same will be ensured by Project organization and confirmation will be given to ADEN):-

- (a) Contractor shall depute trained & competent supervisors possessing valid competency certificate.
- (b) Drivers of vehicle have been briefed about the safety and precautions to be taken while moving/working close to traffic/track. System of checking inebriated state of drivers is in place.
- (c) The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply within 6 meters of centre of running line without presence of supervisor of Project organization.
- (d) Project organization shall ply road vehicle only between sunrise and sunset. In case of special circumstances only where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area. Additional staff shall be deployed as necessary for night working.
- (e) Wherever provided, the Engineering indicator Boards will be of luminous material as provided in the P.Way manual.
- (f) Project organization shall ensure that road vehicle/machinery ply in a way so that these do not infringe the Barricading.
- (g) Look out man shall be posted wherever necessary.
- (h) In unusual circumstances, where operator and or supervisor apprehends infringement to track or damage to the barricading while working, truck/machinery near running track, following action shall be taken:
 - (i) The Supervisor of the project organization shall immediately informs to the nearest gang/SSE/P.Way/Any Railway man of such unusual incidence.
 - (ii) The track shall be protected as per the provisions of P.Way manual laid in Para 806 (i) by the Railway staff, Project organization and Contractor's staff shall assist the Railway staff.
- (i) If any vehicle/ Machinery has to be left at site, it should be adequately away from the Fencing and should be fully secured, chained and pad locked so that it may not be rolled down.
- (j) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe. Necessary checks shall be exercised by site in charge from time to time.
- (k) Work is to be executed within 6 M of center of track but more than 3.5M, under the supervision of supervisor of Project organization.
- (l) In case, work is planned to be done within 3.5m of center line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per para No. 806 and 807 of IRPWM are taken.
- (m) While digging in station area, if any cable is found, digging should be stopped and concerned signaling/electrical staff should be informed immediately.
- (n) There shall be proper communication system available at the work site.
- (o) While inspecting the worksite check list given in Annexure-IV shall be used to ensure that all the requisite measures have been taken during the execution of the work.

2.3 Precautions required to be taken during execution of work requiring traffic blocks:

- (a) Any work, which infringes the moving dimensions, shall be started only after the traffic blocks have been imposed and track protected.
- (b) At location where night working is unavoidable, proper lighting arrangement should be made.
- (c) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely. After completion of work, the released sleepers and fittings should be properly stacked away from track to be kept clear of moving dimensions.
- (d) Block shall be removed only when all the temporary arrangement, machineries, tools, plant etc. have been kept clear of moving dimensions.
- (e) Recording of "assurance" at the time of closer of work for track fitness at given speed by Railway and contractor's supervisor. For this an Assurance Register shall be maintained at each worksite each page of which should be pre numbered. (*Authority: RB letter no. 2015/CE-II/TK/14 dated 11.10.2019*)

3.0 Stacking of material along the Railway tracks:

- (a) Soon after the work, released material should be stacked at the safe place away from the track so that it may not infringe the track. Later on, the material may be stacked to a place from where it may

- be conveniently disposed off. A plan to this effect shall be made and jointly signed by the Railway, Project organization and Contractor's representative.
- (b) The selected locations shall be marked by lime in advance.
- (c) Presence of an authorized railway/Project organization representative while unloading and stacking shall be ensured.
- (d) The material shall be stacked up to such a height, which will not cause infringement to SOD in case of accidental roll off.

4.0 Safety aspects to be observed while working in OHE areas:-

- (a) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- (b) No electrical work close to running track shall be carried out without permission of railway representative.
- (c) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- (d) No electric connection etc. can be tapped from OHE.
- (e) Power block is correctly taken and 'permit to work' is issued.
- (f) The structure bonds, tack bonds, cross bonds, longitudinal rail bonds are not disturbed and if disconnected for work, they are reconnected properly when the work is completed.
- (g) The track level is not raised beyond the permissible limit during the work.
- (h) All supervisors should be conversant with part 'J' (Maintenance in Electrified Areas) of IRPWM.

Para 5:-Execution of OHE mast foundation work (manually) for smooth and safe execution of foundation work.

- a) All OHE mast foundation work should be done manually only.**
- b) The work shall be supervised by railway supervisor or competent representative of executing agency.
- c) Suitable caution if required is to be imposed by electrical/concerned department. It should be executed under issuance of OEHS & WF caution advice to be arranged by electrical/concerned department. Suitable flagmen/detonators shall be provided for protection of trains.
- d) The work may be executed with some temporary/foldable protection arrangement with luminous tape (band type) at each site. Foldable protection should be erected at 3.5 m.
- e) No heavy vehicle or working machinery or its part may to be brought near the working site within 6 m of centre line of track. Line marking at 6 m distance shall also be done.
- f) During digging for foundation of OHE mast, suitable steel shuttering arrangement on track side is required for stability of slope of soil under running traffic condition.
- g) The work should be executed during day light hours only and excavated ground should be filled with concreting before leaving the site.
- h) The work shall be supervised by railway supervisor or competent representative of executing agency.
- i) A copy to the GAD/drawing to be submitted to concern Sr.DEN//DEN, for further necessary action, if required.
- j) The Engineer in-charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/ followed while executing the work.
- k) The contractor shall not start any work without the presence of railway supervisor of concern executing agency or his representative and contractor's supervisor at site.
- l) Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line (in any case it should not come closer to 6m), the work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions. For this purpose, the area where road

vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever required as per site conditions.

- m) The supervisor/workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per proforma to be issued by ADEN which will be valid only for the work for which it has been issued.
- n) Any Materials, after unloading along track, should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- o) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer in-charge.

There shall be an Assurance register kept at each site, which will have to be signed by both, i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

6. ADDITIONAL PRECAUTION TO BE TAKEN WHILE WORKING IN OR ON TOP OF CUTTING:

- 6.1 Shifting of machine within Railway boundary should be carried out under Railway supervision with track protection / traffic block wherever required.
- 6.2 No movements of earth handling machine and tippers should be permitted once the train enters the block section and till the train passes the work site.
- 6.3 No loose boulders or steep slope having potential of slipping should be allowed to left on cutting before permitting the train to pass the work spot. (Ref: CE circular No. 190 dated 18.1.08 of CR)

7. Sub: Special conditions for working of Road Cranes. (Ref: RB letter No. 2015/CE-IV/RUB/206 dated: 15.02.2016 & 11.8.2016).

To ensure safe working of crane/hoisting arrangement used in works, following items shall invariable be ensured before putting these arrangement to use :

- 1. No machine shall be selected to do any lifting on a specific job until it size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.
- 2. Based on site conditions i.e. maximum boom length and operating radius, safe working load of crane shall be assessed which should be more than 1.5 times of load to be handled.
- 3. Before actually commencing the work near track, trial at site shall be done by actually lifting the heaviest segment to be tackled with required boom length and required operating radius. Once, the trial is successful, then only crane shall be brought to site of actual work.
- 4. The stability of slope under imposed load of crane prop under worst loading conditions and point nearest to edge of slope shall be checked. The location of prop locations of working of crane and other relevant factor shall be clearly indicated on plan.
- 5. At locations near crane propping, the strengthening of slope by having the rails, Sal Balli piling shall be done to prevent any chance of slope failure. Also, the proper compaction/strengthening of soil at prop location shall be done to prevent any settlement of prop.
- 6. Stone/quarry dust may be filled by side of precast units with hand compaction before restoring train.
- 7. The contractor shall ensure that a valid Certificate fitness is available before use of Road Cranes.
- 8. Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
- 9. The laminated photocopies of fitness certificate issued by competent person, the operator's photo, manufacture's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.

10. All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.
11. Precautions shall be taken for safety of public or passengers, while executing works at locations, uses by passengers and public. The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as "Work in progress, inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public Passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.

ANNEXURE-I

(A) If work is executed by Project organization

Competency Certificate

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

Name & Signature of Executive Officer of Agency
(Regular officer of Project organization equivalent or above of ADEN of Railway)

Countersign

Assistant Divisional Engineer (Sectional)

Note: If work is to be executed by open line, proforma given in para 819 (Annexure 8/5) of IRPWM, is to be followed.

The drawing consists of two main parts: an Elevation view and a Top Plan view.

Elevation View: This view shows the cross-section of the track. It features a concrete base with a width of 3000 mm at the top and 3000 mm at the bottom. The base is reinforced with barbed wire fencing. The concrete is labeled "CONCRETE POST 100X100". The base is supported by a "PCG 1:3:6" material. The track is shown with a "RAILWAY TRACK" and a "CENTRE LINE OF TRACK". The elevation shows the track's profile, including the concrete base, the barbed wire, and the track itself. Dimensions include 3000 mm for the base width, 3000 mm for the base depth, and 3000 mm for the track width. The track is shown with a "RAILWAY TRACK" and a "CENTRE LINE OF TRACK".

Top Plan View: This view shows the track from above. It features a concrete base with a width of 3000 mm at the top and 3000 mm at the bottom. The base is reinforced with barbed wire fencing. The concrete is labeled "CONCRETE POST 100X100". The base is supported by a "PCG 1:3:6" material. The track is shown with a "RAILWAY TRACK" and a "CENTRE LINE OF TRACK". The plan view shows the track's layout, including the concrete base, the barbed wire, and the track itself. Dimensions include 3000 mm for the base width, 3000 mm for the base depth, and 3000 mm for the track width. The track is shown with a "RAILWAY TRACK" and a "CENTRE LINE OF TRACK".

TOP PLAN

BARRICADING OF WORK SITE SHOULD BE PROVIDED AS FAR FROM CENTRE LINE OF TRACK AS POSSIBLE BUT NOT LESS THAN 3500 MM FROM CENTRE LINE OF TRACK/OUTER EDGE OF TROLLEY REFUSE/ EDGE OF THE BANK (WHICHEVER IS MORE OF THE THREE). WHEN THE BARRICADING PARALLEL TO TRACK FROM CENTRE LINE, BARRICADING PERPENDICULAR TO THE TRACK ALSO NEED TO BE PROVIDED AT TERMINATING ENDS UP TO 3500MM FROM CENTRE LINE OF TRACK TO AVOID MOVEMENT OF ANY ROAD VEHICLE BETWEEN BARRICADING AND THE TRACK.

(A. K. Dadarya)	CTE	19/11/19	19/11/19
(S. P. Misra)	DY. CTEP	19/11/19	19/11/19
NORTH CENTRAL RAILWAY		BARRICADING FOR SAFETY AT WORK SITE	
ALL DIMENSIONS ARE IN MM.		Drg. No. CTE/21/NCRHQ/ALD	
SSE/DgTP			

ANNEXURE-III

CHECK LIST
(Before starting the work)

Name of work:.....

Location:

Duration of Work: From.....To

S. No.	Description	Yes	No
1.	Contractor's supervisor identified/selected.		
2.	Training imparted to contractor's supervisor & Certificate issued.		
3.	Work site inspected by Railway supervisor/Project organizations supervisors/other department's supervisors along with contractor's supervisor		
4.	Precautions to be taken, identified and listed.		
5.	Plan for work, brought to the knowledge of open line ADEN.		
6.	Plan of work drawn out by contractor's/Project organization supervisor in consultation with Railway's Supervisor.		
7.	Before start of work, Barricading done at site of work.		
8.	Men deputed for protection of work along with safety equipment.		
9.	Caution order (if required) issued for the train drivers in case work is being done within 6 meters of centre line of running track.		
10.	Drivers of vehicles/machinery being used have been identified.		
11.	Driver of vehicles/machinery briefed about the safe working.		
12.	Sufficient lighting provided at site of work for night working.		
13.	Infringement checked.		
14.	Sectional (open line) ADEN have satisfied himself regarding safety arrangement.		
15.	Availability of Walkie-talkie sets for communication.		

Signature of Construction's/
Other department supervisor

Signature of Open Line's
Supervisor

Date:

ANNEXURE-IV

CHECK LIST

(During execution of the work)

Name of work:.....

Location:

Duration of Work: From.....To

Date of Inspection:

S. No.	Description	Yes	No
1.	Does the contractor's Supervisor have the Competency certificate?		
2.	Does the knowledge of contractor's Supervisor on safety of track and work site is up to the mark?		
3.	Is Supervisor of Project organization/other departments available at site?		
4.	Is knowledge of supervisor of project organizations is satisfactory.		
5.	Is Barricading available satisfactory?		
6.	Are adequate safety precautions taken?		
7.	Are communication facilities (walkie-talkie sets) available at site?		
8.	Are only identified drivers driving the vehicle/machinery?		
9.	Is whole work site safe for working of man/vehicle during rains?		
10.	Are adequate lighting arrangement done at site?		
11.	Are adequate protection equipment available at site?		
12.	Is Caution order to trains being issued?		
13.	Are train drivers following the enforced temporary speed restriction?		
14.	Has work permit been taken for working in electrified territory/station yard?		

Signature of Inspecting Officer

Designation.....

3.21-JOINT PROCEDURE ORDER NO. 05/2023 (No. NCR/S&T/1063/JPO/Pt.-2, dated 24.01.2024)
(Ref. Rly. Bd. letter no. 2024/CE-I/CAO(C) Workshop/part-2, dated 03.06.2024)
(JPO No. 05/2023, issued vide letter no. NCR/S&T/Signal/1065/JPO/Pt-I, dated 05.02.2024)

Subject- Undertaking the work of laying underground Signalling& Telecom cables and Engineering digging works.

- Ref: 1. JPO No. 1/2014 dtd 28/01/2014 with amddtd 18/01/2016
 2. Railway Board letter no. 2022/GS/IR/Cable laying policy dtd 29/03//2023.
 3. Telecom circular No. 09/2023 dtd 12/6/23 issued vide Board's letter no. 2021/Tele/5(2)/3/Pt(1) (3425647) dtd 12/06/2023 issued by Railway Board.
 4. Board's letter no. 2023/CE-1/EDCE(G)/Misc. dtd 18/04/2023.
 5. Instruction No. TI/IN/0042 of RDSO.

1.0	GENERAL:
1.1	JPO no. 1/2014 with amendment on date 8/1/2016 has already been issued on NCR for Undertaking the work of laying underground signaling. Electrical & Telecom cables and Engineering digging work. This JPO modifies certain stipulations of the same JPO and is issued afresh. This should be read in conjunction with letters issued by Railway Board vide reference under 2,3 and 4 above.
1.2	It is reiterated that while laying all new underground cables like Signaling, Electrical, OFC and Telecommunication cables (where cable laying plan has not been approved as on date of issue of this JPO), instructions contained in extant procedures shall be scrupulously followed. Further, unless space is not available, all new cables shall be laid on one side of track where some cable is already laid so that other side is free of danger to cable cutting menace on account of track and other maintenance activities. However in case cables are laid to have physical diversity i.e. on both sides of track, then similar procedures as laid below shall be followed. Mechanized excavation, filling of earth or other earthwork activities on the side having cables, shall be undertaken only after following due procedures as per this JPO in addition to the letter issued by Railway Board under ref 3 and 4 above.
1.3	S&T department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering officials/contractor. In additional, S&T department and Electrical department shall also provide cable markers along the alignment of the cable These cable route plans shall be made available to the Sr. DEN/DEN or Dy. CE/C, as the case may be, by Sr. DSTE or Sr. DEE/DEE of the division or Dy. CSTE/C or Dy. CEE/C within 15 days in duplicate, after completion of work. Sr. DEN/DEN or Dy. CE/C will send copies to their field units i.e. ADE/SSE/P.Way & Works.
1.4	No new OFC or quad cable shall be laid close to the existing track. It shall be laid 2 meter away or mutually agreed as per site condition from the Railway Boundary on one side of the Railway Track to the extent possible to avoid any interference with the future works (doubling etc). Where cables have to be laid on both sides for redundancy purpose, similar gap from Boundary shall be followed. It shall be ensured in the new works of cable laying that the cable is properly identified with electronic or concrete markers. All cables in new projects shall be laid inpre-fabricated/pre-cast ducts close to tracks on both sides in the station limits. However in block section, duct shall be laid beyond embankment unless unavoidable. Dimensions of the duct and laying procedure is also defined in the Board's letter no. 2022/GS/IR/Cable laying policy dtd. 29/03/2023. At suitable intervals, not more than 500 meters along the duct and at each location of track crossing, a chamber of dimensions 1200mm x 1200mm x 1500 (depth) shall be made. Measures to avoid water logging inside the chamber shall be done. Chamber cover shall be kept 100mm below the surface of soil. If cables are more in a yard, multiple ducts may be planned. Wherever multiple cables are laid in a duct/trench. RFID markers of GPS

	<p>tapes shall be provided for easy identification of the cable. Suitable markers should be provided for identification.</p> <p>If trenching is required due to any reason, the depth of the cables shall be as defined in the relevant clauses of IRSEM and IR Telecommunication Manual. For Signaling and Telecom cables, standard depth is defined as 1.0 meter below the top surface of soil. For Optic Fiber cables, the standard depth should be 1.2 meter below the top surface of soil. Tail cables may be laid not less than 0.5 meter below surface of soil.</p> <p>Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy. CSTE/C or Dy. CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr. DEE/DEE and also from the concerned Dy. CE/E for new lines and from the concerned Sr. DEN for all other projects including doubling. GC etc, to avoid possible damage in future. Such approval shall be generated within 15 days of the submission of the request. Similar action shall be taken by Sr. DSTE/Sr. DEE for the works being executed by open line and GSU.</p> <p>The permission shall be communicated to SSE/P.Way/Works, SSE/Sig/Tele, or SSE/Electrical (TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance from start day of the work. If any work is cancelled or reschedules, the same must be informed on priority to avoid wastage of manpower. A reminder one day prior in case of a last-minute change in plan must be enforced.</p> <p>Sr. DSTE/Sr. DEE/Sr. DEN shall also keep one copy of permission in S&T control, Engineering Control & Electrical control.</p>
1.5	Provision of cable duct shall invariably be made in the GAD for all Platforms, stations, culverts and Bridges. No drawing for stations or Bridges shall be approved without the provision of cable duct.
1.6	In places where laying of cable duct is not possible due to site conditions, cable shall be preferably be laid by HDD method or as feasible.
1.7	GIS mapping of entire cable duct shall be made available to all concerned stakeholders.
1.8	Cable markers wherever provided above the ground, shall be of concrete type.
2.0	<u>Telecom Cable:</u>
2.1	The Telecom cables shall be laid 2 meter away from the Railway boundary, so as to avoid interference with the future boundary works. However proper planning should be done taking into account future doubling/third line/fourth lie works etc. The telecom cables may also be laid in the yard (station limits) in the ducts as mentioned above.
2.2	Junction/location boxes shall be erected on track side at an adequate level above flood level to avoid damage.
2.3	The concerned SSE/P.Way or SSE/Sig or SSE/Tele or SSE/Electrical (TRD or G) or Rail Tel 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. The location wise list of emergency sockets in section shall be provided to the contractor supervisor to protect the EC socket.
2.4	In the block sections, the cable shall be laid in duct unless unavoidable. The cable route shall be properly demarcated with concrete markers. If duct is provide, It should be provide such that at least 300mm of soil is filled back on top of concrete cover and proper markers are provided.
2.5	As per actual cables laid, cables route diagram to be prepared and to be circulated to Open Line and construction Officers and Filed Officers of Engg, S&T and Electrical (General Services & TRD). Wide circulation of cable route diagram is to be done. Pls refer points 5.6 and 5.7 also.
2.6	A copy of diagram to be made available at all stations and office of Electrical Traction Power Controller and Sectional P.Way supervisor.
3.0	<u>Signaling Cable:</u> For laying signaling cables, following guidelines shall be adopted.
3.1	In the yard, cable laying shall be permitted, in between the tracks as per standard drawings. It is preferred to lay cables in concrete troughs between the tracks to have protection.
3.2	If the track centers on a double line section is more than 5.3 meters, signaling cable can be permitted in between the tracks provided there is no possibility of laying of cable on either side of track. In such cases, the excavation shall be undertaken manually in presence of Engineering supervisor, duly ensuring safety of trains. Pre-fabricated/pre-cast ducts to be provided such that minimum 300mm soil is put on top.

3.3	For making connections of track circuit, point machine, signals etc. tail cables shall run along the track at adequate depth as per IRSEM.
3.4	Junction boxes provided for such purposes shall be located at a minimum lateral distance of 2.575 meter from the centre line of track so as to avoid infringement to BCM working but at minimum 1 feet above rail level. If junction boxes are provided on Platforms, then they have to be installed at minimum 5.33 m from center line of track for new work as per IRSOD.
3.5	Crossing of track shall be permitted anywhere in the yard through pre-fabricated/pre-cast ducts/Concrete duct/HDPE pipe. The trench shall be at least 1 meter below the formation for laying pipes.
4.0	<u>RE Section & OHE Mast:</u> In electrified sections, if the OHE masts are provided on both the sides of track in a block section, they will be in need for relocation at the time of doubling/tripling etc. Therefore, in the electrified sections, the following procedure is to be followed:
4.1	Double line section (Existing as well as new). The masts to be located on Country side (other than track side) only. As per ACTM 18.0 (Vol. II, Part-II, Page-24). Normally no masts should be located between any two main running tracks. In case mast need to be located in between tracks for certain locations which are not feasible on country side, joint inspection to be done by Engg. S&T, Electrical maintenance and TRD Organization to decide the exact location of such masts.
4.2	If new cable are to be laid, provisions of para 2.0 and 3.0 in this JPO will be followed.
4.3	Single Line section (Existing): If future double line proposal and alignment is known masts will be located on Country side (other than be double line track side). For this Engg. Department has to provide tentative layout of double line for the entire section as alignment may change at various points in the section due to Brides, Curves etc.
4.4	Single Line section: If future double line proposal and alignment is not known, masts will be located based on joint inspection by Engg. S&T, Electrical maintenance and TRD organization on the cable side preferably. However it would be ensure don curves that OHE masts are located on outside of the curve irrespective of the side where cables are laid.
4.5	BEC of 20mm dia. (cross section 238.64 mm ²)m galvanized steel conductor should be laid underground along the UP and DN track separately, 300mm below ground surface and approximately one meter away(or as per site conditions) from the OHE foundation towards opposite direction of track. The BEC will be connected to each OHE mast/Portal and Feeder mast by same conductor having Tee Connector & Lug Connector as per Drawing No. TI/DRG/HE/TC/RDSO/00001/20/0 & TI/DRG/OHE/SC/RDSO/00001/20/0. The cross bonding of the UP BEC-UP Mast/Portal-UP Traction Rail-DN traction Rail-DN mast/Portal-DN BEC should be done by 50x6 mm MS/GS flat at every 450 mtr. The details of the AEC/BEC and cross bonding scheme are given in drawing no. TI/DRG/OHE/EARTHING/RDSO/00001/20/0. At stations, BEC conductor should be laid underground for Loop lines & platform also. BEC can be run on the side wall of Platform (platform coping) with suitable clamp & bolt grouted in the coping. BEC should be connected to Earth Pit as per Drawing No. ETI/OHE/P/7020 Rev. B at every 450m wherever it is exposed above the ground. At Bridges/Platform coping laying arrangement of BEC should be as given in Annexure-45 of document-Instruction No. TI/IN/0042 of RDSO. For Three line and four line section separate BEC should be provided for each line.
5.0	<u>Cable Route Plan, Scheme & Approval:</u>
5.1	As already specified the scheme of work for laying new cable (Power, Signal and Telecom) shall be submitted to sectional Sr. DEN, Sr. DEE/G, Sr. DEE/TRD and Sr. DSTE for approval before execution.
5.2	The scheme shall be approved within 7 days of its being received in respective offices.
5.2.1	In the case of works being taken up by the State Government, National Highway Authority, etc. after their request, the Electrical/Engineering department shall process for permission and deposit funds for shifting or protecting cables before granting permission to work. The details of the permission given, i.e. the nature of work, kilometer, etc. should be given to the Engineering control, including the contact person's number of the state government and the National Highway Authority, so that the work can be done in a planned manner. The permission

	letter shall also indicate the contact numbers of the test room and network operating center of RailTel, TPC, and Electrical General control. The supervisor of the contractor or execution agency must have the permission copy to execute the work.										
5.3	After execution of work, the cable route plan shall be updated so that the same is available for future reference in Divisional and sub-divisional offices of Engineering/Electrical/S&T departments.										
5.4	The cable routes shall be clearly demarcated by suitable concrete/stone markers for identification in future.										
5.5	In no case, cable laying & digging shall be started unless cable route plan is approved, except for minor work of cable replacement owing to emergency arises due to failures etc.										
5.6	Digital integrated Signal and Telecom cable route plan shall be prepared and made available online over Railnet.										
5.7	After availability of integrated S&T cable route plans, the same shall be uploaded as utility layer on PM Gati Shakti BISAG portal.										
6.0	Engineering work & Excavation:										
6.1	For all new works, provision of cable shifting should be a mandatory part of DPR and estimate. For ongoing works, divisions may sanction works for cable shifting if necessary, through contingency/supplementary/revised estimate where provision does not exist.										
6.2	Adequate notice (atleast 3 days) shall be given by Engineering Department before executing Civil works in the vicinity of existing cables, to S&T/Electrical Departments.										
6.3	Work shall be undertaken only after the existing cables are identified, by S&T/Electrical department as the case may be, duly following the instructions contained in letter under reference 3 and 4 above issued by Railway Board.										
6.4	The cable identification work shall be completed within 7 days of receipt of such request, by the concerned Sr. DSTE/Dy. CSTE/Sr. DEE.										
7.0	Cable Laying & Digging: Field staff shall give information at least 3 days in advance to Engineering control, Test room, Electrical Control/Electrical Traction power control before undertaking any work of laying of cable close to the track or for undertaking mechanized earthwork in section, in addition to advising the concerned Supervisors.										
7.1	The Engineering Control shall keep all the information regarding any digging work, being done near the track. The name & contact no. of executing department Supervisor (or his nominated staff) shall be notified in Engineering/CNL room. S&T and Electrical control shall obtain this information from Engineering control. These controls shall coordinate among themselves to ensure that now work is done in the vicinity of the track without proper permission.										
8.0	These instructions will come into force with immediate effect and shall be applicable wherever cable laying plan is yet to be approved. However, where cable laying plan is already approved, the work may be executed as per old approved plan.										
9.0	It should be ensured that above instructions and instructions issued by Board are made part of future Tender documents for such works within one month of issue of this JPO. Penalty clause as specified in Board's letter no. 2021/Tele/5(2)/3-Part(1)(3425647) dtd: 12/06/2023 and reiterated as below must be part of Tender document also: <table border="1" data-bbox="305 1570 1369 1738"> <thead> <tr> <th>Cable Damaged</th><th>Penalty per location</th></tr> </thead> <tbody> <tr> <td>Only quad cable or Signaling cable</td><td>Rs. 1.0 Lacs</td></tr> <tr> <td>Only OFC</td><td>Rs. 1.25 Lacs</td></tr> <tr> <td>Both OFC and Quad</td><td>Rs. 1.5 Lacs</td></tr> <tr> <td>Electrical Cable</td><td>Rs. 1.0 Lacs</td></tr> </tbody> </table> Non-inclusion of above instructions and penalty clause in tender document may attract suitable action against erring officials.	Cable Damaged	Penalty per location	Only quad cable or Signaling cable	Rs. 1.0 Lacs	Only OFC	Rs. 1.25 Lacs	Both OFC and Quad	Rs. 1.5 Lacs	Electrical Cable	Rs. 1.0 Lacs
Cable Damaged	Penalty per location										
Only quad cable or Signaling cable	Rs. 1.0 Lacs										
Only OFC	Rs. 1.25 Lacs										
Both OFC and Quad	Rs. 1.5 Lacs										
Electrical Cable	Rs. 1.0 Lacs										
9.1	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. For each cable cut, a joint report should be prepared on the same day at the level of supervisors and it should become the basis for levying penalty and fixing responsibility.										

	<p>Joint note should be forwarded by Sr. DSTE/Sr. DEE to the executive in-charge of the work. The executive in-charge of work should act and decide on the cable cut case within 15 days under information to Sr. DSTE/Sr. DEE as the case may be.</p> <p>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.</p>
9.2	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.

3.22-RESTRICTIONS UNDER RULE 144(XI) OF GENERAL FINANCIAL RULES (GFRS), 2017
(Ref: RB letter No.2020/CE-I/CT/2/GCC/Correspondence, dated 11.08.2020)

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - ii. “Bidder” (including the term tenderer, consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - iii. Bidder from a country which shares a land border with India for the purpose of this order means:-
 - a. An entity incorporated, established or registered in such a country, or
 - b. A subsidiary of an entity incorporated, established or registered in a such a country, or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a county or
 - d. An entity whose beneficial owner is situated in such a county, or
 - e. An Indian (or other) agent of such an entity, or
 - f. A natural person who is a citizen of such a country or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has owner ship of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification or the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain or control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate for Tenders:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”

(Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Certificate for Tenders for Works involving possibility of sub-contracting.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.”

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

3.23-INSTRUCTION TO TENDERERS FOR SUBMISSION OF DOCUMENTS FOR WORKS COSTING UPTO RS. 50 LAKHS

(Ref: CE/G/NCR letter No. 74-W/System Improvement/Works, dated 25.05.2017)

Tenderers should upload in the case of e-tender the following documents and other supporting documents if any along with offer so that their financial capacity, capability and past performance can be investigated /examined in detail duly considering their existing work load-

1. Copy of PAN card.
2. Solvency certificate from Bank/financial statement from Chartered Accountant/Financial assistance provided by bank for the purpose of execution of work or any other document to prove adequate financial capability of the tenderer.
3. Undertaking from the tenderer in separate sheet in following format-

UNDERTAKING

Name of Work:

I hereby certify that I/We am/are having sufficient financial capacity and capability to execute the tendered work in given completion period.

Name & Signature of the Tenderer:-

Phone No:

Address:

4. Detail of works executed in the past or being executed in last three financial years in following format with supporting certificate issued by the organization with whom worked or working. Certificates from private individuals for whom such works are executed/being executed will not be accepted.

SN.	Name of work with description	Date of award	Contract value	DOC as per LOA-extended if any	Value of work completed	Status-Work completed/ in progress with balance work yet to be done

Note:

- a) If tenderer has not executed any work in past, the above format shall be submitted with nil entries.
- b) For work in progress, percentage progress shall be mentioned.

5. Copy of experience certificate if any of work completed in last three financial year in following format issued by the organization with whom worked or working. Certificates from private individuals for whom such works are executed/being executed will not be accepted.

SN	Item	Details
1	Name of work	
2	Brief description of work	
3	Name & Address and contact details of firm to which work has been awarded and completed by	
4	Date of award of work and awarded value	
5	Actual date of completion of work	
6	Year wise breaking of payment made to the contractor along with total payment made.	
7	Brief details of DOC extension given.	
8	Performance of the contractor during execution of this work.	
9	Remarks, if any	

6. List of personnel organization available on hand and proposed to be engaged for the subject work along with their qualification and experience.
7. List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
8. The above documents shall be uploaded in the case of e-tender, failing which the offer is liable to be rejected.

3.24-APPROVED LIST OF BRAND OF MATERIALS

(Ref: CVO/Engg./NCR letter No.20201201145/PC/V2/N/ALD dated 14.09.2021& Chief Engineer/Works

/NCR's letter No.291-W/O/QC/Policy dated 22.03.2022)

(Ref. Para 18 of Chapter 3.10 (Other Miscellaneous items) of this document)

Under the system improvement over NCR, an exhaustive list of following Branded materials to be used in the tenders of Works contract is as under for implementation. **This Branded items of list will invariably be applicable in all the tenders in which the tender schedule have been prepared based on CPWD-DSR with exceptions as given below.**

- (i) If certain isolated sections of structural steel, not being rolled by ISPs/ is required in very small quantity, the same can be procured from the authorized re-roller of ISPs or authorized licenses of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose.
- (ii) In case of non-availability of other material at a particular time of brands appearing in NCR list and for which RDSO approved list is not available, Engineer in charge can permit supply of material from brands having similar reputation.

LIST OF BRANDED MATERIAL OF NORTH CENTRAL RAILWAY IN WORKS TENDER:

(The list of branded material was approved by NCR/HQ letter no. 291-W/O/QC/Policy dated 22.03.2022.)

SN	Name of Product/ Material	Approved brand Name for North Central Railway
(1)	(2)	(3)
1	ORDINARY PORTLAND CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
2	PORTLAND POZZOLONA CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
3	WHITE CEMENT	J.K.WHITE, JAIPUR SUPREME PACKAGING PVT. LTD., ULTRATECH CEMENT LIMITED.
4	REINFORCEMENT STEEL	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
5	ADMIXTURES	CICO, FAIRMATE, HIND PLAST SUPER, SUPAPLAST, SIKKA
6	WATER PROOFING COMPOUND	FOSROC, CICO, KRYTON, BUILDMATE, PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKKA
7	AUTOCLAVED AERATED BLOCKS	BILTECH, ECO GREEN, FINECRETE, J.K. LAKSHMI CEMENT LTD.
8	POLYMER MODIFIED ADHESIVE FOR AAC BLOCKS	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH, SIKKA.
9	FACTORY MADE PANELLED & WIRE GAUGE WOODEN DOOR/ WINDOW SHUTTERS.	M/S JAIN WOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY, ASTIMBER
10	FLUSH DOOR SHUTTERS	KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS, JAIN WOOD INDUSTRIES, MERINO, MINIMAX, CENTURY, AS TIMBER.
11	BLOCK BOARD	MERINO, MINIMAX, NATIONAL, ARCHIDPLY, CENT PLY,

		JAYNA, CENTURY.
12	LAMINATES	SAMRAT, VIRGO, MERINO, ARCHIDPLY, CENTURY LAMINATES, GREENLAM
13	PRE-LAMINATED PARTICLE BOARD	ARCHIDPLY, CENTURY PLY BOARDS, BALAJI ACTION BUILDWELL, ECOBOARD
14	PARTICLE BOARD (MEDIUM DENSITY)/ VENEERED PARTICLE BOARD	CENTURY PLYBOARDS (INDIAN) LTD., BALAJI ACTION BUILDWELL, EVERGREEN BOARDLAM, ECOBOARD INDUSTRIESLTD.
15	PRE-LAMINATED MEDIUM DENSITY FIBRE BOARD	CENTURY PLYBOARDS, GREEN PLY, BALAJI ACTION BUILDWELL
16	OMS/ MS DOOR FITTINGS	ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURING COMPANY, MANU ENGINEERING COMPANY, M.C. MOWJEE & CO., SHRI GANPATI DOORS
17	ANODISED/ ZINC ALLOY/ ALUMINIUM HARDWARE DOOR/ WINDOW FITTINGS	PULSE, SAVIO, HOPPE, ALUTECH
18	FRP DOOR FRAMES & SHUTTERS	ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO.
19	WIDOWS BLINDS	VISTA, MAC, HUNTER, DOUGLAS, DE-DÉCOR
20	STRUCTURAL STEEL SUCH AS MS FLATS, SQ.BARS ANGLES ETC.	SAIL, TATA STEEL, RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
21	MILD STEEL DOOR, WINDOWS & VENTILATORS MANUFACTURERS	FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM
22	PRESSED STEEL DOOR FRAMES MANUFACTURERS	KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS.
23	HOLLOW STEEL SECTIONS	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
24	STEEL TUBES FOR STRUCTURAL STEEL	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
25	DASH/ ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS.	HILTI, FISCHER, CKW, ATUL, PRIYA
26	STAINLESS STEEL RAILING	DORMA, KICH, OM STEEL, D-LINE.
27	CHEQUERRED PRE-CAST CC TILES	NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC.
28	CERAMIC TILES	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
29	VITRIFIED TILES	PODDAR, SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
30	ADHESIVE/ GROUTING FOR USE WITH TILES	FERROUS CRETE, MYK LATICRETE, ARDEX EDURA, FAIRMATE, DURA BUILD CARE, SIKKA
31	UNPLASTICISED RIGID PVC PIPE &	SUPREME, FINOLEX, PRINCE, KISAN, DIPLAST.

	FITTINGS	
32	FALSE CEILING- GYPSUM	SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD
33	FALSE CEILING- METAL	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS, GYPTECH
34	FALSE CEILING- CALCIUM SILICATE	HILUX, AEROLITE, ARMSTRONG
35	FALSE CEILING-MINERAL FIBRE	ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN.
36	ACCOUSTIC: GLASS / WOODEN FIBRE FALSE CEILING AND WOODEN/ FABRIC WALL LINING	ARMSTRONG, DEXUNE, ACCOUSTIBLOK, HIMALYAN ACOUSTICS, ANUTONE, GYPTECH
37	FALSE CEILING- ALUMINIUM POWDER COATED	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS
38	OIL BOUND DISTEMPER/ ACRYLIC DISTEMPER	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIAN PAINTS), MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).
39	INTERIOR EMULSION/ PLASTIC EMULSION	DULUX ACRYLIC EMULSION/ SOLITAIRE A-1000 (ICI), APCOLITE PREMIUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER)
40	ACRYLIC SMOOTH EXTERIOR PAINT	APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI), EXCEL (NEROLAC), WEATHERCOAT ALL GUARD (BERGER)
41	DRY DISTEMPER	NEROLAC, BERGER, ASIAN PAINTS, ICI, JENSON & NICHOLSON (J&N)
42	SYNTHETIC ENAMEL PAINTS	DULUX HI-GLOSS (ICI), APCOLITE PREMIUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI-GLOSS (BERGER)
43	WOOD PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
44	STEEL PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI
45	EXTERIOR WALL PRIMER	EXTERIOR NEROLAC PRIMER, EXTERIOR BERGER PRIMER, EXTERIOR ASIAN PAINTS PRIMER, EXTERIOR ICI PRIMER
46	WALL PUTTY (WHITE CEMENT BASED)	BIRLA WALL CARE, JK WHITE
47	POLYMER MODIFIED SELF CURING PLASTER	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH
48	PAVER/ GRASS PAVER BLOCKS & KERB STONES	NATIONAL TILES CORPORATION, METRO PAVERS, KRISHNA TILES, POOJA CONCRETE FABRICATORS, DALAL TILES.
49	VITREOUS CHINA SANITARY WARE	HINDWARE, CERA, PARRYWARE, JOHNSON PEDDER, SOMANY.
50	PLASTIC FLUSHING CISTERN FOR WC AND URINALS	JINDAL, STEEL BIRD, SEEMLINE, VIKRAM PLASTIC, PRAYAG POLYMERS (P) LTD.
51	PLASTIC SEAT COVER OF W.C.	AJANTA POLYMERS, JINDAL MALPINE, JAIN POLYMERS
52	STAINLESS STEEL SINK	ALLEX, JAYNA, JMD INTERNATIONAL, STEEL CRAFT
53	MIRROR GLASS	ATUL, MODIGUARD, GOLDEN FISH
54	CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, BENGAL IRON, DURGAPUR ISPAT UDYOG, SINGHAL

		IRON FOUNDRY (SKF), KAPILANSH DHATU UDYOG PVT. LTD., RPMF, HIF.
55	HUBLESS CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, RAJ PATTERN MAKERS & FOUNDERS, SINGHAL IRON FOUNDRY (SKF).
56	CP FITTINGS & ACCESSORIES	JAQUAR, HINDWARE, PRIMA, JAINKO, CERA,
57	BRASS STOP & BIB COCK	DHAWAN SANITARY UDYOG, JAINKO, SHAKTI, VARDHMAN INDIA PRODUCTS
58	FERRULES FOR WATER SUPPLY	HIND METAL WORKS, KRITIKA, DRP, SHAKTI
59	BALL COCK WITH ROD	RESP FAUCET INDUSTRIES, DHAWAN SANITARY UDYOG, NEW METAL WORKS, KPR, PRAYAG.
60	POLYETHYLENE WATER STORAGE TANK	SINTEX, VECTUS, KAVERI
61	STONEWARE PIPES & GULLY TRAPS	SORKHI INDUSTRIES, RK INDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND
62	PRE-CAST CONCRETE PIPES (NON- PRESSURE)	RAMNIK, BFSP, JAGDAMBEY SPUN PIPE, GURKIRPA SPUN PIPES
63	GI PIPE	JINDAL (HISSAR), TATA, BST, BHUSHAN POWER STEEL
64	GI FITTINGS	UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR
65	C-PVC PIPE	PRINCE, JINDAL (FLOWKEM), ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX.
66	GUN METAL GATE, GLOBE, CHECK VALVES & NON-RETURN VALVES	LEADER, ZOLOTO, SANT, RAJAN METAL INDUSTRIES, H.B. METALS, HVI, NVR.
67	CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA).	TRU FORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METAL CASTINGS.
68	C.I. SLUICE VALVES & REFLEX VALVES	ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, RATAN INDUSTRIAL CORPORATION, HVI, NVR.
69	STAINLESS STEEL PIPES & FITTINGS	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,
70	DUCTILE IRON PIPES & FITTINGS	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM
71	C.I./ D.I. MANHOLE COVERS & FRAMES	SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDERANCHAL
72	WATER REPELLANT SILANE CHEMICAL	PIDILITE, FERROUS CRETE, ARDEX ENDURA
73	ALUMINIUM SECTIONS	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
74	BASIC/ TOUGHENED ETC. GLASS	SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON.
75	APPROVED PROCESSORS FOR PERFORMANCE GLASS/ TOUGHENED GLASS/ HERMETICALLY SEALED/ LACQUERED GLASS etc.	ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS.
76	PLYWOOD/ VENEER	GREEN PLY, CENTURY, MERINO, DURO, DURIAN.
77	MELAMINE POLISH	ASIAN PAINTS MELAMINE GOLD, WUDFIN OF PIDILITE, TIMBERTONE OF ICIDULUX.
78	FLOOR SPRING	GODREJ, DORMA, DORSET, KICH.
	(A) ALUMINIUM SECTION	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.

	(B) ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	KILONG, ALU ALPHA, EBCO, CLASSIC.
79	PLOSTER POWDER COATING SHADES	NEROLAC, BERGER, J&N
80	CLEAR/ FLOAT/ FROSTED/ REFRACTIVE/ COATED GLASS	SAINT GOBAIN, MODIGUARD, ASHAI FLOAT.
81	ALUMINIUM COMPOSITE PANELS	REYNOBOND, ALPOLICA, ALUCO BOND
82	FRICTION STAY HINGES	EARL-BIHARI, EBCO, ROTOOR APPROVED EQUIVALENT
83	EPDM GASKET	HANU/ ANAND, RAVEN, ZERO.
84	SILICON BASED WATER REPELLANT/ WEATHER SEALANT	G.E. PLASTICS, DOW CORNING, WACKER, BASF, PIDILITE (DR. FIXIT/ROFF)
85	EPS	SNOW PACK POLYMERS, RELIABLE INSUPACKS, FAIRMATE
86	CEMENT BASED WALL PUTTY	BIRLA WALL CARE, JK WHITE
87	1ST QUALITY ACRYLIC DISTEMPER (WASHABLE/READY MIX/LOW VOC)	ASIAN PAINTS (TRACTOR AQUA LOCK PAINT) BERGER: COMMANDO OR EQUIVALENT PAINTS OF NEROLAC OR ICI-DULUX.
88	PREMIUM ACRYLIC EMULSION PAINTS (INTERIOR)	ASIAN PAINTS (ROYALE LUXURY EMULSION) NEROLAC: IMPRESSION BERGER: SILK ICI-DULUX: VELVET TOUCH.
89	PREMIUM ACRYLIC SMOOTH EXTERIOR PAINTS WITH SILICON ADDITIVE.	ASIAN PAINTS (APEX ULTIMA) NEROLAC: XL TOTAL BERGER: WEATHER COAT ALL GUARD ICI-DULUX: WEATHER SHIELD MAX
90	CEMENT PRIMER	NEROLAC, BERGER, BP WHITE (BERGER), DECOPRIME WT (ASIAN), WHITE PRIMER (ICI).
91	EPOXY PAINT	ASIAN, NEROLAC, BERGER, ICI, KANSAI AKZO NOBEL.
92	G.I. FITTINGS	UNIK, AVR, ZOLOTO, KS, AMCO
93	FLOAT VALVE	IVC, LEADER, PRAYAG, KALSI PUMP PVT. LTD., DHAWAN SANITARY UDYOG (PRIMA)
94	GUN METAL VALVES, GLOBES	LEADER, ZOLOTO, KILBURN, CIM VALVES, SANT, ANNAPURANA
95	BRASS STOP & BIB COCK	ZOLOTO, SANT, L&K, LEADER, JAINKO, KALSI PUMP PVT. LTD., DHAWAN SANITARY (PRIMA)
96	NON RETURN VALVE (CHECK VALVE) ½" TO 1¼"	KALSI PUMPS PVT. LTD. ZOLOTO, ANNAPURNA
97	STAINLESS STEEL SLIDING DOOR BOLTS	DORMA OR GEZE OR HAFELE
98	WHITE VITREOUS CHINA WALL MOUNTED TYPE WATER CLOSET (EUROPEAN TYPE W C. PAN)	JAQUAR, HINDWARE, CERA
99	3/6 LITRE SLIM WALL MOUNTED CONCEALED CISTERN WITH DUAL	JAQUAR, HINDWARE, CERA

	FLUSHING CISTERN	
100	FLUSHING PLATE OF WITH FLUSH PIPE	JAQUAR, HINDWARE, CERA
101	WHITE VITREOUS CHINA FLAT BACK HALF STALL URINAL.	JAQUAR, HINDWARE, CERA

NOTE :

1. The brand of material of products not available in column (2) of above table shall be decided by Engineer-in-Charge of the work.

3.25- PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER2017— REVISION; REGARDING:

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of OrderNo.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No. P- 45021/2/2017-B.E.-II dated 29.05.2019 and Order No. P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised “Public Procurement (Preference to Make in India), Order2017” dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under this Order.

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for Class-I local supplier’ under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR 2017, and will also include *'turnkey works'*.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 3 (a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified hereunder.

(b) in the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1 If L1 is 'Class-I local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that

quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the *next higher* 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders-In tenders where contract is awarded to multiple bidders subject to matching of LI rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only Class I Local suppliers'.
- b) In other cases 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process alongwith 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for atleast 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for atleast 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose

quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as Class-I local supplier is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class I local supplier' / 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E- marketplace (GeM) shall as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditors / accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department *or* in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class I local supplier' / 'Class-II local supplier' who would otherwise be eligible beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this order review all existing eligibility norms and conditions with reference to sub-paragraphs "a" and " b" above.
- d. **Reciprocity clause :**
 - i. When a Nodal Ministry / Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement

agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tender.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non- availability of Indian Standards and / or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify /update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing /supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value

of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions *for* exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. Reduce the minimum local content below the prescribed level; or
- b. Reduce the margin of purchase preference below 20%; or
- c. Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convener

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities
- b. shall annually assess and periodically monitor compliance with this Order
- c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/

technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

3.26-SUB-SECTIONING THE WORK INTO DIFFERENT TENDERS:

(Ref.- Rly. Bd. letter no. 2001/CE-I/CT/3, dated 12.04.2001 & letter no. 2018/CE-I/CT/AP/2, dated 17.04.2018).

While 'sub-sectioning the work into different tenders to expedite the work', provisions of Railway Board's instructions should be adhered, which are reiterated below:

- 1) If sub-sectioning has been done with a view to expedite the work, then only one tender will be awarded to one firm. Or alternatively,
- 2) If the same firm becomes L-1 in all the sub-sections, then evaluation of the firm for its fitness for award of all the works should be done for the work as a whole. This will avoid over-loading of the firms beyond their financial capability.

3.27-GENERAL

- 1.1 Please read carefully complete tender document including Instructions to tenderer, Standard General Conditions of Contract, Additional conditions of Contract, E-Tender guidelines etc. as available on the web site www.ireps.gov.in. Bidders must note that this, being E-tender, Bids received online on E-tendering portal only shall be considered. Any Bid submitted in paper form will not be entertained. To participate, Bidder(s) is/are advised to register with www.ireps.gov.in.
- 1.2 Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderer/s are advised to download Tender Documents well in advance to submit the Tender before the stipulated time. However, it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in News-papers as well as on web-site and same shall be taken into account while submitting the Tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with main Tender Document. Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendering. Tenderer should watch the website www.ireps.gov.in for the corrigendum/addendum to the NIT/tender document, if any that may be uploaded prior to tender opening (inclusive) as there will not be any separate communication for that.

- 1.3 Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website.
- 1.4 The Tenderers must fill in the techno-commercial offer form, financial offer form on IREPS website and scanned copy of documents as mentioned in tender document should be uploaded along with E-Tender.
- 1.5 E-tender along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.
- 1.6 No tenderer shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website. Railway does not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Tenderer cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- 1.7 **MAINTENANCE PERIOD:** The contractor(s) shall maintain the work for a period of **NIL** from the date of issue of completion certificate by the Engineer-in-charge.
- 1.8 If at any time, material, which the contractor would normally have to arrange himself, if supplied by the Railway either at contractor's request or in order to prevent any delay in the execution of work due to contractors inability to make adequate timely arrangements for supply thereof or for any other reasons, recovery will be made from contractor's bill either at the market rate prevailing at the time of supply or the issue rate whichever is greater plus fixed departmental charges as stipulated from time to time. The contractor cannot however, claim as a matter of right the issue of such material by the Railway if he is required to arrange himself in accordance with the terms and condition of contract.
- 1.9 **Materials that will be used in the work should conform to the Approved brand list of the materials, as annexed with this tender document in Chapter 3.24 (Approved list of brand of materials).** Samples of the same should be submitted to the Engineer In charge before arranging the supply. Approved samples will be kept in the custody of the ADEN/DEN concerned and all supply shall conform to accepted samples.
- 1.10. If only limited area is available at site of work, stacking of materials may be done at other place not far away from the site of work. In such case no extra lead or any other claim for carriage of materials to the site of work shall be entertained.
- 1.11 No earth rubbish or refuse will be allowed to be dumped in the Railway area.
- 1.12 In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the engineers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the Engineer in charge of the work, to the contractor.
- 1.13 The contractors shall be responsible for the arrangements to obtain supply of water necessary for the works at their own expenses. In case where the water is supplied by the Railway, recoveries will be regulated as under:
WATER SUPPLY FROM THE RAILWAY SYSTEM: At the request of the contractor(s) the Railway may supply part or whole of the quantity of water required by the contractor(s) for the execution of works from the Railway's existing water supply at or near the site of work as may be convenient to the Railway on the following terms and conditions.
 (a) **FROM PIPED WATER SUPPLY:** If water is supplied from the existing piped water supply system, a charge on this account will be made at the rate of **1%** on the amount of bills pertaining to the items on which water has been used. If pipe line/lines in addition to those already existing are asked for by the contractor(s), the cost of the same and all charges incurred in laying including supervision and departmental charges leviable under the extent rules for deposit works will also be

payable by the contractor(s) or alternatively the contractor(s) may provide and lay his/their own pipe line(s) after obtaining written permission from the Engineer, who may at his/her discretion decline to grant such a permission.

(b) **WATER SUPPLY FROM RAILWAY WELLS AND/OR RAILWAY HAND PUMPS:** Where there is no piped water supply arrangement with the railway, it may at the request of the contractor allow the use of Railway hand pumps and/or wells constructed by the Railway free of charge, provided the contractor shall not be entitled to any compensation for stoppage of work and his having to make other alternative arrangement in case the Engineer concerned finds it necessary in the interest of the Railway to cancel the permission so granted to the contractor.

(c) The Railway administration shall not guarantee adequate or regular supply of water from its water supply system i.e. either from piped water supply or from hand pumps and/or open wells. The Railway shall also reserve the right to refuse permission to the use of water from its water supply system and/or call upon the contractor to stop making use of Railway water at any time by giving **3 days'** notice to the contractor if it is considered necessary in the interest of the Railway by the Engineer or his/her representative, in which case the contractor(s) will have to make his arrangement for sufficient water for proper execution of work. The contractor shall not be entitled to any compensation for interruptions or failure or inadequacy of water supply and also in the event of withdrawal of permission for use of water from Railway sources.

(d) Arrangement in sub para (b) of para 2 shall not ordinarily be permitted except when permission to make use of Railway piped water supply system is refused by the Railway.

1.14 QUOTING OF RATES ETC:

- (a) The rates quoted by the Tenderers should be inclusive of all taxes, license fee, royalty, Octroi etc. where leviable by State, Central Govt. and/or any other local authority. No claim for Octroi or any other taxes, etc. shall be entertained by the Railway at any later stage on any ground whatsoever. If any Tax/Royalty/Octroi is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid.
- (b) The tenderer should quote their rates for all items of schedules at prescribed place in the e-tender form on IREPS website. Any revision of rate or rebate or discount at any other place of tender document or through a separate covering letter will not be accepted.
- (c) The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by tenderer(s) during negotiation, rates originally quoted will be binding on the tenderer(s).
- (d) The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at their sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).
- (e) The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
- (f) The item numbers, description, units and rates given in the schedule of work order are based on the *Indian Railway Unified Standard Schedule of Rates* NCR-HQ-IRUSSOR and CPWD-DSR corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).

PROFORMA-A-1

SPECIMEN FORMAT FOR AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM

I.....S/o Shriaged about.....years
R/o.....do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/S..... which is a sole Proprietorship firm and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S
3. That the Head office of the above-named firm is situated at.....
4. That I/ my Firm 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/LLP/society/trust or JV in which he was /is a 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.

Deponent

Signature and seal

Verification:

Verified at..... on thisday of..... that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

Signature and seal

(Seal and signature of Notary Public)

Note: (1) Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

(2) *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such affidavit is being executed. Non-Judicial stamp paper should be purchased in the name of Sole proprietorship. The affidavit should be stamped and authenticated by a Notary public.*

PROFORMA-A-2

(Ref. para 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

**SPECIMEN FORMAT FOR SPECIAL POWER OF ATTORNEY FOR SOLE PROPRIETOR
FIRM**

(For Sole Proprietor Firm only)

BE IT KNOWN to all that I Sole Proprietor of the firm having its registered office at do hereby, for and on behalf of the said firm appoint Shri..... (Name & designation with full address) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work) invited by North Central Railway.

1.	To appear before office of North Central Railway related to the process of tendering for the above said tender.
2.	To procure/download the tender documents for the above said tender.
3.	To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4.	To attend meetings and submit clarifications including negotiations, if any, called by North Central Railway.
5.	To sign the agreement and other relevant documents & receive payment on behalf of firm,
6.	To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7.	To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal.

I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Sign. with name of Power Attorney Holder)

(Name & sign. of Sole Proprietor)

Dated

Place

(Seal of Firm)

Witnesses:

1. Signature
Name:
Address:

2. Signature
Name:
Address:

Note: - 1. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of Sole proprietorship. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate. **(Not required if tender is uploaded by Proprietor himself).**

2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-B-1

(Ref. para 14(ii)(b)(i) of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR AFFIDAVIT BY HUF

I.....S/o Shriaged aboutyears R/o.....and as Karta of my Hindu Undivided Family (HUF) affirm on oath and declare as under:-

1. That I am Karta of our HUF which is known as -----(HUF with complete address).
2. That as on today, name of coparceners (including name of Karta) of our above said HUF, their father name and their addresses are as under:-

S. No.	Name of Coparceners	Name of Father	Address
1			
2			
3			

3. That the above said HUF is in existing since----- (Date of incorporation of HUF).
4. That I, in the position of KARTA of Hindu Undivided Family (HUF) having authority, power and consent and submitting the tender on behalf of HUF and declare that the acts done and documents executed by me shall be binding on the HUF, M/s-----
5. That I/HUF Firm 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/LLP/society/trust or JV in which he was / is a 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.

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

Karta of HUF-M/s-----

(Seal and signature of Notary Public)

Note: 1. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of Karta of HUF.

2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-B-2

(Ref. Para 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR SPECIAL POWER OF ATTORNEY FOR HUF (HINDU UNDIVIDED FAMILY)

BE IT KNOWN to all that we (1) (2)..... (3).....(4).....(5)..... all the members including Karta of the HUF..... having its registered office at do hereby, for and on behalf of the said firm appoint Shri (Name & designation) Special Attorney of the said HUF and authorize the said Shri (name), whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work)..... invited by North Central Railway.

1.	To appear before office of North Central Railway related to the process of tendering for the above said tender.
2.	To procure/download the tender documents for the above said tender.
3.	To digitally sign the above said tender document and for uploading the offer on www.irops.gov.in for the said Tender. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
4.	To attend meetings and submit clarifications including negotiations, if any, called by North Central Railway.
5.	To sign the agreement and other relevant documents & receive payment on behalf of firm,
6.	To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7.	To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

Members of the HUF

(Signature of Sri.....)

(Name & signature)

DATE

1.....

2.....

Place

3.....

Seal of Firm

Seal of Firm

Witnesses:

1. Signature

2. Signature

Name:

Name:

Address:

Address:

Note: 1. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of HUF. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate. (Not required if tender is uploaded by Karta of HUF himself).

2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-C-1

(Ref. Para 14(ii)(c)(i), 18.10 (ii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....
 (2)..... S/o Shri..... R/o.....
 (3)..... S/o Shri..... R/o.....
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/S.....

(Name of firm) hereinafter referred to as 'firm', which is registered with Registration No.....by Registrar of Firms.....The firm is having its head office at..... (Hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No. issued by North Central Railway for the work namely “ ..”

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. S/o Shri (address) & Mr./ Ms. S/o Shri (address) as our true and lawful attorney (hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of firm) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Central Railway on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with North Central Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Central Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature Name: Address:	Executants Partners (Name) (Signature) 1..... 2. 3. 4.
2. Signature Name: Address:	

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At (place).

(Seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners& two attorney holders however if the numbers vary details may accordingly be entered.
2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of partners of the firm. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*
3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
4. Alternatively, Authorization given in Partnership Deed shall also be accepted.

PROFORMA-C-2

(Ref. Explanation for item no. 7 of Para 10 of the Tender form (Second Sheet) of IRGCC 2022, with up to date corrections)

SPECIMEN FORMAT FOR DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM/ LLP FIRM

I..... S/o Shri , the authorized signatory of partnership firm/ LLP Firm M/shaving registered office at..... do hereby solemnly affirm and declare as under :-

1.	That, we are the newly formed partnership firm/ LLP Firm in the name and style of M/s Registered with registrar of firm vide Registration No..... dated.....				
2.	In this newly formed Partnership Firm/ LLP Firm, we are Nos of partner. The details of the previous proprietary firm or previous dissolved partnership firm/ LLP Firm or previous splitted partnership firm (s) / LLP Firm wherein any of the partners of the present firm was a proprietor / Partner and proposed to use credentials obtained in such previous propriety firm (s)/Partnership firm(s) / LLP Firm is as under :-				
S.N.	Name of person in the newly formed partnership firm	Details of Previous proprietary/ Partnership Firm/ LLP Firm	Share in newly formed partnership firm/LLP	Share in previous partnership firm/ LLP Firm	Remarks
1					
2					
3					

3.	That, following relevant documents are Annexed with bid –
(i)	Details of previous Proprietary firm / dissolved previous Partnership Firm/ LLP firm/ split previous partnership/LLP firm.
(ii)	A copy of previous partnership deed (Notarized or duly registered with the Registrar).
(iii)	Copy of previous LLP agreement and certificate of incorporation.
(iv)	Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
(v)	Proof of surrender of previous PAN no. (in case of dissolution of previous partnership firm, LLP firm or propriety firm)

Declaration by the Tenderer

I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have enclosed all the required documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be false at any time, I am liable for all penal action as per General Conditions of Contract.

Signed & verified by Chartered Accountant

Name and Signature of Tenderer along with Seal

(Mobile No..., Membership No..., UDIN...)

Note :-

--	--

PROFORMA-C-3

(Ref: Explanation for item 8, 9 & 11 of Para 10 of the Tender form (Second Sheet) of IRGCC 2022, with up-to-date corrections)

SPECIMEN FORMAT FOR DECLARATION BY AN EXISTING PARTNERSHIP FIRM/ LLP FIRM

(Fill the relevant para (1.1, 1.2, 1.3 & 1.4) and strike off the para which is not relevant under Partnership Firm)

I S/o Shri....., the authorized signatory of Partnership Firm/ LLP Firm M/s having registered office at..... do hereby solemnly affirm and declare as under :

1.1 That, we are an existing Partnership Firm/ LLP Firm in the name and style of M/s....., since..... (MM/YY), having GST Registration No....., PAN/TAN No There has been **no change** in the Partner(s) of our firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2 That, we are an existing Partnership Firm/ LLP Firm in the name and style of M/s.....(Complete address), Since..... (MM/YY), having GST Registration No....., PAN / TAN No. Following of our partner(s) has/have **quit** the Partnership firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:

S. No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted.	Date of quitting (MM/YY)

AND / OR

1.3 That, we are an existing Partnership Firm/ LLP Firm in the name and style of M/s....., Since..... (MM/YY), having GST Registration No....., PAN / TAN No. Following of our partner(s) has/have **retired** the Partnership firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:

S. No.	Name of retired Partner(s)	Share of Partner(s) who has/have retired.	Date of retiring (MM/YY)	Whether the retired partner has taken away any credential

AND / OR

1.4 That, we are an existing Partnership Firm/ LLP Firm in the name and style of M/s....., since..... (MM/YY), having GST Registration No....., PAN/TAN No Following partner(s) has/have **joined** our Partnership Firm/ LLP Firm during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:-

S. No.	Name of Joining Partner(s)	Share of Joining Partners (s)	
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

In case of Para 1.2 to 1.4, following documents as applicable are required to be submitted along with bid:-

- (1) Details of previous Partnership Firm/ LLP firm.
- (2) A copy of previous partnership deed(s) (Notarized or registered with the Registrar)
- (3) Copy of previous LLP agreement and certificate of incorporation.
- (4) Dissolution deed/ splitting deed of the previous partnership deed or LLP agreement (in case of dissolution of previous partnership firm/ LLP firm)
- (5) Proof of surrender of previous PAN no (in case of dissolution of previous partnership firm, LLP firm)

Declaration by the Tenderer

I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our partnership firm/ LLP firm and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be false at any time, I am liable for all penal action as per General Conditions of Contract.

Signed & verified by Chartered Accountant

Name and Signature of Tenderer along with
Seal

(Mobile No..., Membership No..., UDIN...)

Note:

1. Evaluation of technical credentials of partnership firm/LLP firm will be done as per Explanation to para 10 of IRGCC.
2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered

PROFORMA-E-1

(Ref. Para 14(ii)(e)(iii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR BOARD'S RESOLUTION OF COMPANY INCORPORATED UNDER COMPANIES ACT FOR SUBMITTING TENDER BY COMPANY *(to be printed on company's letter head)*

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF
(Company Name) _____ (CIN _____) (hereinafter
referred to as company) HELD ON (Date) _____ AT
(Address) _____

Whereas the Board has been described about NIT No. _____ issued by
North Central Railway for the work namely "_____
Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./ Ms. _____ (name and
designation) of the company, to jointly or severally sign and submit all the necessary papers, letters, forms,
quotes, bids etc., negotiate, discuss, agree to make any amendments, alterations or modifications thereto and
to make representations, submit papers, affidavits and to do any other act and complete requisite formalities
on behalf of the company in connection with completion of aforesaid tender work and to enter into liability
against the company.

Resolved further that Board authorizes Mr./Ms. _____ (name and designation) of
the company to execute Power of Attorney in terms of this resolution in favour of
Mr./Ms. _____ & Mr./Ms. _____ the person(s) above
named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the
company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____
Designation: _____
Place: _____
Dated: _____

- Notes:
1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
 2. Any person / director should not be authorized to execute Power of Attorney in his own favour.
 3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
 4. Alternatively, Authorization given in MOA / AOA shall also be accepted.

PROFORMA-E-2

(Ref. Para 14(ii)(e)(iii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR POWER-OF-ATTORNEY FOR SIGNING OF BID

(When Tenderer is company incorporated under companies Act)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s
 (name of company & CIN number) is
 a
 Company registered under the Companies Act, 2013, and having its registered office
 at..... (hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of
 the Board of directors of the company the company (company name) have decided to participate in the tender
 No. issued by North Central Railway for the work namely
 “ ”

I.....(name and designation) the authorized representative
 of M/S (name of company) duly
 authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and
 authorize Mr./ Ms. (designation) (address) & Mr./
 Ms. Mr./ Ms. (designation) (address) who is/are
 presently holding the above mentioned position in the company as our true and lawful attorney (herein after
 referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers
 for and on behalf of M/S (name of
 company & CIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Central Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with North Central Railway for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by
Shri.....(name and designation), on this..... day
of..... 20...., in presence of:

WITNESSES:

1. Signature
Name:
Address:

Executants' Signature & Seal of company:
Name:
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of
At.....(place).

(Seal and signature of Notary Public)

- Notes:**
1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the numbers vary details may accordingly be entered.
 2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of company. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*
 3. Executant and Power of Attorney holder should not be the same person.
 4. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
 5. Alternatively, Authorization given in MOA / AOA shall also be accepted.

PROFORMA-E-3

(Ref. Explanation of item 15 of Para 10 of the Tender form (Second Sheet) of IRGCC 2022, with up to date corrections)

SPECIMEN FORMAT FOR DECLARATION REGARDING CONSTITUTION OF EXISTING/ NEW COMPANY

(This annexure is required if the company is merged)

(Fill the relevant para (1.1 & 1.2) and strike off the para which is not relevant)

1.1) I S/o Shri, the authorized signatory of the Company M/s..... (complete address) do hereby solemnly affirm and declare as under : That, we are an existing Company working in the name and style of Registration No....., PAN/TAN No There has been **no change** in the constitution of our Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited.

OR

1.2) That, we are an existing Company working in the name and style of Registration No....., PAN / TAN No. Following Company(s) **merged** in the Company during last 07 (seven) years ending last day of the month previous to the one in which tender is invited, with details as under:

S. No.	Name of merging company	Date of merger (DD/MM/YYYY)

The following relevant documents are annexed with bid :-

- (1) Details of company getting merged.
- (2) Copy of Memorandum of Association/ Articles of Association of the Company getting merged
- (3) Copy of certificate of incorporation of previous company getting Merged.
- (4) Resolution by the Board of Directors for the Merger of the company(s) with the tenderer (s) Proof of surrender of previous PAN no. etc.

Declaration by the Tenderer

I have read the content of this declaration & respective conditions of the GCC regarding assessment of the eligibility of our company and have/ has enclosed all the required mandatory documents accordingly. We/I hereby declare that the information given above are true. If any of the above information is found to be false at any time, I am liable for all penal action as per General Conditions of Contract.

Signed & verified by Statutory Auditor
(Mobile No..., Membership No..., UDIN....)

Name and Signature of Tenderer along with Seal

- Notes:-**
1. In case company A is merged with company B, then company B would get the credentials of company A also.
 2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA F-1

(Ref. Para 14(ii)(f)(iii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

**SPECIMEN FORMAT FOR PARTNER'S RESOLUTION OF LLP FIRM INCORPORATED
UNDER LLP ACT FOR SUBMITTING TENDER BY LLP FIRM (To be printed on Firm's letter
head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS
OF _____ LLP Name) having
LLPIN _____ of 20..... (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address)

Whereas the Board has been described about NIT No. _____ issued by North Central
Railway for the work namely " _____".

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender.

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms.
_____ (name and designation) of the LLP, to jointly or severally sign and submit
all the necessary papers, letters, forms, quotes, bids etc., negotiate, discuss, agree to make any amendments,
alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other
act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender
work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize (s) Mr./Ms. _____ (name
and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of
Mr./Ms. _____ & Mr./Ms. _____ the person(s)
above named. The acts done and documents executed by such above named authorized person(s) shall be
binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____ Designation: _____

Place:

Dated:

- Notes:** 1. In this format space has been provided for entering details of two authorized persons however, if
the number vary details may accordingly be entered.
2. Format given above is for guidance only. Any certificate, containing information in other
format asked for, may also be considered.
3. Alternatively, Authorization given in LLP agreement shall also be accepted.

PROFORMA F-2

(Ref. Para 14(ii)(f)(iii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR POWER-OF-ATTORNEY FOR SIGNING OF BID

(When Tenderer is LLP Firm incorporated under LLP Act)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at..... (hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the LLP, the LLP..... (LLP name) have decided to participate in the tender No. issued by North Central Railway for the work namely“ ”.

I.....name and designation) the authorized representative of M/S (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (designation) (address) & Mr./Ms./Mr./Ms. (designation) (address) who is/are presently holding the above-mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of LLP & LLPIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Central Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with North Central Railway for and on behalf of the LLP.
5. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by
Shri.....(name and designation), on this..... day
of..... 20...., in presence of:

WITNESSES:

1. Signature Signatures of authorized representative & Seal of LLP:
Name: Name of authorized representative (Executant):
Address: Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of
At.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of LLP. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

4. Alternatively, Authorization given in LLP agreement shall also be accepted.

PROFORMA-G-1

(Ref. Para 14(g) (iii) & 15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

**SPECIMEN FORMAT FOR GOVERNING BODY RESOLUTION OF A REGISTERED
SOCIETY/REGISTERED TRUST FOR ENTERING INTO TENDER**

Extract from the minutes of meeting of Governing Body of Registered Society or Registered Trust held on(Date) at the office of the Registered Society or Registered Trust situated at (Address of the Registered Society or Registered Trust).

RESOLVED THAT (Name of the Registered Society or Registered Trust) have decided to participate for the said tender for the work of (Name of the work).

FURTHER RESOLVED THAT Shri (Name and designation of authorized person of the Registered Society or Registered Trust) is hereby authorized to appoint, nominate further attorney, execute & sign all necessary documents for submission of tender documents and any documents in connection with present tender on behalf of Registered Society or Registered Trust etc.

Signed by

President Registered Society or Registered Trust

Note: -

1. Stipulations in the above specimen Governing Body resolution are for guidance only. Registered Society or Registered Trust can incorporate other stipulation(s) relevant with the tender, if required.
2. The above should be executed on the Letter Head of the company.
3. Alternatively, Authorization given in MOA of society/trust deed /rules and regulations of the society/trust may also be accepted.

PROFORMA-G-2

(Ref. Para 14(g) (iii)&15 of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR POWER-OF-ATTORNEY FOR SIGNING OF BID

(When Tenderer is Registered Society or Registered Trust Registered under Society Registration Act, 1860 or The Indian Trust Act, 1882)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (name of Registered Society or Registered Trust & Registered Society having Registration number) is a Registered Society or Registered Trust and having its registered office at (hereinafter called the 'Registered Society or Registered Trust').

AND WHEREAS by its resolution No. passed in the meeting held on of the members of the Registered Society or Registered Trust have decided to participate in the tender No. issued by North Central Railway for the work namely “”

I (name and designation) the authorised representative of M/S (name of Registered Society or Registered Trust) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (designation) (address) & Mr./Ms./Mr./Ms. (designation) (address) who is/are presently holding the abovementioned position in the Registered Society or Registered Trust as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Registered Society or Registered Trust to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of Registered Society or Registered Trust) having registration number in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Central Railway on behalf of the Registered Society /Registered Trust.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Registered Society /Registered Trust in connection with completion of aforesaid tender work and to enter into liability against the Registered Society /Registered Trust.
4. To sign, execute the contract with North Central Railway for and on behalf of the Registered Society /Registered Trust.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

AND the Registered Society / Registered Trust hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Registered Society / Registered Trust and the Registered Society / Registered Trust hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by
Shri.....(name and designation), on this..... day
of..... 20...., in presence of:

WITNESSES:

1. Signature

Name:

Address:

Signatures of authorized representative & Seal of
Registered Society / Registered Trust:

Name of authorized representative (Executant):

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of
At.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of Registered Society or Registered Trust. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3. Alternatively, Authorization given in MOA of society/trust deed /rules and regulations of the society/trust shall also be accepted.

4. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-D-1*(As per para 17.6 of part I of SGCC-2022)***SPECIMEN FORMAT FOR MEMORANDUM OF UNDERSTANDING FOR J.V. FIRMS***(Applicable for a tender value costing more than Rs. 10 .00 Crs. only)**(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm)*

This MOU is made and executed on this day of 20...

Between

1. M/s. -----represented by its -----Sri -----S/o----- aged about -----years, Occupation - ----- R/o hereinafter called the, Lead Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc.

2. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the second Member, which term shall mean and includes his heirs, successors, Legal representatives, assignees, etc

3. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the third Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc

4. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the fourth Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc

AND

5. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the fifth Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc

WHEREAS, the North Central Railway, through its ----- (mention authority who invited tender) North Central Railway has invited tenders for the work of vide their Tender Notice No.----- dated.... .

WHEREAS, the members herein formed a Joint Venture in order to join their expertise to obtain best results from the combination of their individual resources of technical, financial, management and equipments for the benefit of project and in order to submit a joint tender (herein after referred to as “Tender”) for the work of as notified by-----, North Central Railway (hereinafter referred to as “Employer”) under Tender Notice No. ...dated

NOW the members hereto have come to an understanding and agreed to execute the project/work on the following terms and conditions:

1.0 FORMATION AND TERMINATION OF THE JOINT VENTURE FIRM:

- 1.1 The members herein, under this MOU, have formed a Joint Venture Firm to submit the tender for the above project and execute the contract with the Employer for the project if qualified and contract is awarded.
- 1.2 The members herein expressly agreed that any member of this Joint Venture Firm shall not participate either in individual capacity or as a member of another Joint Venture Firm to participate in this tender.
- 1.3 The name and style of the Joint Venture shall be (with full address of office) hereinafter called the “Joint Venture” all communication regarding the project will be made in the name of the joint venture at the above address with Telephone No._____.

2.0 SHARE OF PROFIT AND LOSS:

- 2.1(indicate the name of the Lead Member) shall be the “Lead member” of the JV Firm, for all intents and purposes having majority share (i.e. 51% or more) in Joint Venture Firm.
- 2.2 The “Members” resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:
 - a) (Indicate name & Address of Lead Member) Share% **Lead Member**
 - b) (Indicate name & Address of Constituent Member) Share% **Constituent Member**
 - c) (Indicate name & Address of Other Constituent Member) Share% **Other Constituent Member**
- 2.3 It is agreed that each other member of JV shall have technical capacity of minimum 10%of the cost of work.
- 2.4 It is agreed that Lead Member and other members should fulfill technical, financial eligibility criteria and Bid capacity as per clause no. 17.15 of IRSGCC.
- 2.5 The members of the Joint Venture hereby undertake not to modify the share percentage till the work under the tender is completed to the satisfaction of the Tendering Authority, if the tender submitted by the Joint Venture Firm is accepted.
- 2.6 It is agreed that Bid Security shall be deposited by JV or authorized person of JV through e-payment gateway.
- 2.7 It is agreed that a copy of the Memorandum of Understanding executed by the JV members shall be submitted by the JV Firm along with the tender.
- 2.8 It is agreed that once tender is submitted by the Joint Venture Firm, the MOU shall not be modified/ altered/ terminated during the validity of the tender. It is also agreed that the constitution of the JV Firm shall not be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). However, the Lead Member shall continue to be the Lead Member of the JV Firm.
- 2.9 It is also agreed that on award of contract to this JV Firm, a single Performance Guarantee will be submitted by the Joint Venture Firm as per tender conditions. All the guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc., will be submitted only in the name of Joint Venture Firm. Splitting of guarantees amongst the members of the Joint Venture Firm shall not be permitted.

3.0 WORKING CAPITAL:

- 3.1 It is agreed that each member shall contribute working capital for equipment, manpower and material or any expenses to be incurred for execution of the project/work or any other investment required in connection with the execution of the project/work in proportionate to the share capital participation ratio.
- 3.2 It is agreed that each member shall be responsible for the due fulfillment of all conditions, stipulations, obligations expressly included and provided in the submitted tender work as clarified by the agreement between the members and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations etc.
- 3.3 It is agreed that if any member fails to perform its obligations described in the agreement during the execution of the project and to cure such breach within the stipulated period the other member shall have the right to take up the work, interest and responsibility of the defaulting member at the cost of the defaulting member.

4.0 LIABILITY OF JOINT VENTURE MEMBERS: It is agreed that the members of this Joint Venture Firm are jointly and severally liable to the Railway for execution of the project/work in accordance with

General and Special conditions of Contract. The Joint Venture members 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.

5.0 AUTHORIZED MEMBER: We authorize (Only lead member of JV Firm shall be nominated as authorized member), as **Authorized Member** represented by their authorized signatory Shri.(indicate the name) to act on behalf of the Joint Venture Firm to deal with the contract, sign the agreement or enter into contract in respect of the said tender/contract, 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.

AND

We do hereby specifically mention that the acts, deeds and things done or got to be done by the authorized member be construed as acts, deeds and things done by the JV firm.

All notices/correspondences with respect to the contract would be sent by Employer (Railways) **only to the authorized signatory of Authorized Member at the address of JV Firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the JV Firm.

6.0 TECHNICAL AND FINANCIAL EXPERIENCE:

6.1 It is agreed that Technical, Financial eligibility and Bid capacity of the JV shall be satisfied by either the “JV in its own name & style” or “lead member of the JV” and each other member of JV as laid down in the clause no. 17.15 of IRSGCC.

7.0 MISCELLANEOUS:

7.1 Separate bank account or accounts shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank of India as decided by the members herein with mutual consent and shall be operated by the authorized member as agreed by the members herein.

7.2 It is agreed that all payments and receipts of the Joint Venture shall be in the name of the Joint Venture.

7.3 It is agreed that a separate PAN shall be obtained for this Joint Venture. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work.

7.4 It is certified that all the members of the Joint Venture Firm collectively assert that the Firms/members are not black listed or debarred by any other Ministry / Department of Government of India / Public Sector Undertakings / State Government from participation intenders/contracts on the date of tender opening of bids either in their individual capacity or Partnership Firm or JV Firm in which they were /are members/partners.

7.5 This Joint Venture Agreement shall in all respect be governed and interpreted in accordance with Indian Laws.

7.6 **Duration of the Joint Venture Agreement:** 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.

8.0 This Joint Venture agreement shall not be modified/altered/ terminated during the validity of the tender / contract period.

9.0 It is agreed that constitution of the Joint Venture Firm will not be altered during the currency of the contract except when modifications become inevitable due to succession laws etc.

10.0 It is agreed that on receipt of L.O.A, the members of Joint Venture Firm shall submit to Railways before signing of the contract, a copy of the JV agreement duly registered before the Registrar of the Companies under Companies Act or before the Registrar/ Sub-Registrar under the Registration Act, 1908 (in case of Partnership Firm)/ 'The Companies Act -2013' (in case of Company)/ 'The LLP Act 2008' (in case of LLP).

11.0 No member of Joint Venture Firm will assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the North Central Railway in respect of this tender / contract.

Lead member.

Member -2

Member-3.

Member-4.

Member-5.

WITNESS:

(Signature, Name & Address)

- 1.
- 2.

N O T A R Y

1. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-D-2**MODEL FORMAT FOR AGREEMENT BY JV FIRMS***(As per para 17.11 of part I of SGCC-2022)**(Applicable for a tender value costing more than Rs.10.00 Crs. only)*

This Agreement is made and executed on this day of 20...

Between

1. M/s. -----represented by its -----Sri -----S/o----- aged about -----years, Occupation -
----- R/o hereinafter called the, Lead Member, which term shall mean and includes his heirs, successors,
Legal representatives, assignees, etc.

2. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the
second Member, which term shall mean and includes his heirs, successors, Legal representatives, assignees,
etc

3. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the third
Member, which term shall mean and includes his heirs, successors, Legal representatives, assignees, etc

4. Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the
fourth Member, which term shall mean and includes his heirs, successors, Legal representatives, assignees,
etc

&

5Sri -----S/o----- aged about -----years, Occupation ----- R/o----- hereinafter called the fifth
Member, which term shall mean and includes his heirs, successors, Legal representatives, assignees, etc

AND

WHEREAS the members herein formed a JOINT VENTURE by the name of M/s ----- as per
MOU datedin order to join their individual expertise to obtain best results from the combination
of their individual resources of technical, financial, management and equipment's for the benefit of the
project and submitted a joint tender (hereinafter referred to as "Tender") for the work of as
notified by the....., North Central Railway, (hereinafter referred to as "Employer") under
Tender Notice No. ...dated.....

Whereas the above work has been awarded to the JV Firm M/s as per the conditions of MOU vide
LOA No Dated

Henceforth, the Joint Venture thus formed will be known and continued to be existing on the name of M/s -
----- of which the above-mentioned members are the members of the Joint Venture. NOW
THEREFORE, the members herein, in consideration of mutual understanding contained hereunder agree as
follows:

1.0 FORMATION AND TERMINATION OF THE JOINT VENTURE FIRM:

1.1 The members herein, under this agreement, have decided to form a Joint Venture Firm to submit the
tender for the above project and execute the contract with the Employer for the project if qualified and
contract is awarded.

1.2 The name and style of the Joint Venture shall be (with full address of office) hereinafter called the "Joint
Venture" all communication regarding the project will be made in the name of the joint venture at the
above address with Telephone No.

2.0 SHARE OF PROFIT AND LOSS:

2.1 (indicate the name of the Lead Member) shall be the "Lead member" of the JV Firm, for all
intents and purposes having majority share (i.e. 51% or more) in Joint Venture Firm.

2.2 The “Members” resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:

2.2.1 (Indicate name & Address of Lead Member) Share% **Lead Member**

2.2.2 (Indicate name & Address of Constituent Member) Share% **Constituent Member**

2.2.3 (Indicate name & Address of Other Constituent Member) Share% **Other Constituent Member**

2.3 The members of the Joint Venture hereby undertake not to modify the share percentage till the work under the tender is completed to the satisfaction of the Tendering Authority, if the tender submitted by the Joint Venture Firm is accepted.

2.4 It is agreed that once tender is submitted by the Joint Venture Firm, the MOU shall not be modified/ altered/ terminated during the validity of the tender. If the JV fails to observe/comply with this stipulation, the Bid Security shall be forfeited. It is also agreed that the constitution of the JV Firm shall not be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). However, the Lead Member shall continue to be the Lead Member of the JV Firm.

2.5 It is also agreed that on award of contract to this JV Firm, a single Performance Guarantee will be submitted by the Joint Venture Firm as per tender conditions. All the guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc., will be submitted only in the name of Joint Venture Firm and no splitting of guarantees amongst the members of the Joint Venture Firm shall be permitted.

3.0 Working capital:

3.1 It is agreed that each member shall contribute working capital for equipment, manpower and material or any expenses to be incurred for execution of the project/work or any other investment required in connection with the execution of the project/work in proportionate to the share capital participation ratio.

3.2 It is agreed that Each member shall be responsible in toto for the fulfillment of all conditions, stipulations, obligations expressly included and provided in the submitted tender work as clarified by the agreement between the members and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations etc.

3.3 It is agreed that if any member fails to perform its obligations described in the agreement during the execution of the project and to cure such breach within the stipulated period, the other member shall have the right to take up the work, interest and responsibility of the defaulting member at the cost of the defaulting member.

4.0 LIABILITY OF JOINT VENTURE MEMBERS:

It is agreed that the members of this Joint Venture Firm are jointly and severally liable to the Railways for execution of the project/work in accordance with General and Special Conditions of the Contract. The Joint Venture members 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.

5.0 AUTHORIZED MEMBER: We, authorize (Indicate lead member nominated as authorized member), as Authorized Member represented by their authorized signatory Shri..... (indicate the name) to act on behalf of the Joint Venture Firm to deal with the contract, sign the agreement or enter into contract in respect of the said contract, 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.

AND

We do hereby specifically mention that the acts, deeds and things done or got to be done by the authorized member be construed as acts, deeds and things done by the JV firm.

All notices/correspondences with respect to the contract would be sent by Employer (Railways) only to the authorized signatory of Authorized Member at the address of JV Firm.

All such notices/correspondences sent by Employer shall be legally binding on all the members of the JV Firm.

6.0. Miscellaneous:-

- 6.1 **Separate bank account or accounts shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank of India** as decided by the members herein with mutual consent and shall be operated by the authorized member as agreed by the members herein.
- 6.2 It is agreed that all payment and receipts of the Joint Venture shall be in the name of the Joint Venture.
- 6.3 All the members of the Joint Venture Firm collectively assert that the firms/members are not black listed or debarred by any other Ministry / Department of Government of India / State Government / Public Sector Undertakings from participation in tenders/contracts on the date of tender opening of bids either in their individual capacity or Partnership Firm or JV Firm in which they were /are members/partners.
- 6.4 This Joint Venture Agreement shall in all respect be governed and interpreted in accordance with Indian Laws.
- 6.5 Duration of the Joint Venture Agreement: 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 and till security deposit is released.
- 7.0 This Joint Venture agreement shall not be modified/alterd/ terminated during the validity of the tender / contract period.
- 8.0 Constitution of the Joint Venture Firm will not be altered during the currency of the contract except when modifications become inevitable due to succession laws etc.
- 9.0 It is agreed that on receipt of L.O.A, the members of Joint Venture Firm shall submit to Railways before signing of the contract, a copy of the JV agreement duly registered before the Registrar of the Companies under Companies Act or before the Registrar/ Sub-Registrar under the Registration Act, 1908 (in case of Partnership Firm)/ 'The Companies Act -2013' (in case of Company)/ 'The LLP Act 2008' (in case of LLP).
- 10.0 No member of Joint Venture Firm will assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the North Central Railway in respect of this tender / contract.

In witness whereof the members hereto have hereunder set their respective hands and seals on this theday of, 20..... .

Member No.1

Member No.2

Member No.3

Member No.4

Member No.5

WITNESS: (Signature, Name & Address)

- 1.
- 2.

1. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-D-3

SPECIMEN FORMAT FOR POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE
(As per para 15 of part I of SGCC-2022)

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1.....(name of constituent).....(address) as the first party.

2.....(name of constituent)..... (address) as the second party and so on..

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by North Central Railway vide NIT No.....details of works are as under:

“.....”

The aforesaid Joint Venture shall be known by the name “.....” (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns).

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. _____ S/o Shri _____ (address) who is presently holding the position of in.....the firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture under whose digital signature key the tender document shall be uploaded on behalf of JV to jointly or severally exercise all or any of the following powers for and on behalf of “ (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Central Railway on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the firm hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20.... , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signature of authorized signatories & their Seals:

1. First Party (signature)
Name:
Seal

2. Signature
Name:
Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

Name.....Signature.....

Executed and Signed before me on this.....day of
At.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of members of joint venture. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-DA-1*(Ref. Para 17.14.2 of Part-I of GCC-2022, with up to date correction slip)***SPECIMEN FORMAT FOR AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM/HUF FIRM
WHEN PARTICIPATING IN JOINT VENTURE**

I.....S/o Shri.....aged aboutyears
 R/o.....do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s..... which is a sole proprietorship firm/HUF firm and which has got GST registration No.....
2. That I am the sole proprietor/Karta of the said firm M/S.....
3. That the Head office of the above named firm is situated at.....
4. That I through my above named firm shall participate in the tender No. issued by North Central Railway for the work namely “.....” in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S..... & M/S..... (name of other constituent(s) of joint venture).
5. That we/our Firm 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 he was / is a 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.

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of proprietor of the firm/Karta of HUF firm. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3 Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-DA-1A*(Ref. Para 17.14.2 of Part-I of GCC-2022, with up-to-date correction slip)***SPECIMEN FORMAT FOR SPECIAL POWER OF ATTORNEY FOR PARTICIPATING AS
MEMBER OF JV***(To be submitted by Sole Proprietor or HUF participating as member of JV)*

BE IT KNOWN to all that I (Indicate name of sole proprietor /Karta) at the sole proprietorship/ HUF (Indicate Name of sole proprietorship/HUF) having its office at do hereby for and on behalf of the said sole proprietorship /HUF appoint Sh.....S/o Shriage..... (Indicate Name of Nominee with full address) of the Prop. Firm/HUF as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s (Indicate Name of other Co. /Prop. firm)..... Situated at in connection with the following tender invited by North Central Railway:- “T. No.....Name of work.....”

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of sole proprietor /Karta.) of M/s..... (Indicate name of sole proprietorship /HUF) the above-named sole proprietor / Karta has executed this Power of Attorney.

(Sign. of Shri.....)

For M/s.....
(Sign & Seal)

Witnesses:

1. Signature
Name:
Address:

2. Signature
Name:
Address:

Place.....

Date:-.....

Note:

1. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of proprietor of the firm/HUF. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.
2. For sole proprietor / Karta as member of JV- Not required if MOU/JV agreement is signed by the sole proprietor/ Karta of HUF himself.
3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-DB-1*(Ref. Para 17.14.1 of Part-I of GCC-2022, with up-to-date correction slip)***SPECIMEN FORMAT FOR CONSENT OF PARTNERS OF PARTNERSHIP FIRM FOR
SIGNING JOINT VENTURE**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE:

- (1)..... S/o Shri..... R/o.....
 (2)..... S/o Shri..... R/o.....
 (3)..... S/oShri..... R/o.....
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/S(Name of firm)
 hereinafter referred to as 'firm', which is registered with Registration No.....by Registrar
 of Firms.....The firm is having its head office at.....

AND WHEREAS it has come to our knowledge that NIT No._____ has
 been issued by North Central Railway for the work namely
 “_____”

We all the above named partners on behalf of the above named firm hereby give our consent to participate in
 the above tender in Joint Venture.

Further we all the above named partners on behalf of the above named firm hereby give our consent to enter
 in to Joint Venture agreement, with M/S_____ &
 M/S_____ (name of other constituent(s) of joint venture) and to participate in
 tender as Joint Venture aforesaid.

That we/our Firm 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 he was / is a 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.

Date: Place:

Executants Partners

(Name) (Signature) (Address)

- 1.....
 2.
 3.
 4.

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners and two JV constituents
 however if the number vary details may accordingly be entered.

2. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time
 when such document is being executed. Non-Judicial stamp paper should be purchased in the
 name of partners of the firm. The power of attorney should be stamped and authenticated by a
 Notary public or by a Magistrate.

3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
4. Alternatively, Authorization given in Partnership Deed shall also be accepted.

PROFORMA-DB-2

(Ref. Para 17.14.1 of Part-I of GCC-2022, with up-to-date correction slip)

**SPECIMEN FORMAT FOR POWER-OF-ATTORNEY FOR SIGNING JOINT VENTURE
AGREEMENT ON BEHALFOF PARTNERSHIP FIRM**

(To be executed non-judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of partners of the firm)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

- (1)..... S/o Shri..... R/o.....
 (2)..... S/oShri..... R/o.....
 (3)..... S/o Shri..... R/o.....
 (4)..... S/o Shri..... R/o.....

All are the partners of a partnership firm namely M/s.....Name of firm) hereinafter referred to as 'firm', which is registered at Registration No.....by Registrar of Firms..... The firm is having its head office at..... (hereinafter to be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our consent on behalf of firm to participate in the tender No..... issued by North Central Railway for the work namely “.....” in Joint Venture with M/S.....& M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. S/o Shri (address)& Mr./ Ms. S/o Shri (address) as our true and lawful attorney (hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm with M/S.....& M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with North Central Railway for and on behalf of the firm.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20...., in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants Partners

(Name) (Signature)

1.....

2.

3.

4.

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name.....Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of At.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of partners of the firm. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

4. Alternatively, Authorization given in Partnership Deed shall also be accepted.

PROFORMA-DC-1*(Ref. Para 17.14.3 of Part-I of GCC-2022, with up-to-date correction slip)***SPECIMEN FORMAT FOR BOARD'S RESOLUTION OF COMPANY FOR ENTERING INTO
JOINT VENTURE***(To be printed on Company's letter head)*

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF
 (Company Name) _____ (CIN _____)
 (hereinafter referred to as company) HELD ON (Date) _____ AT (Address) _____

Whereas the Board has been described about NIT No. _____ issued by
 North Central Railway for the work namely "_____".

Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender in Joint Venture and
 for the purpose the company shall enter into and execute joint venture agreement, with M/S _____ &
 M/S _____ (name of other constituent(s) of joint venture).

Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./ Ms. _____ (name and
 designation) of the company, to jointly or severally, sign joint venture agreement, and to sign such other
 documents and to do any other act and complete requisite formalities on behalf of the company in connection
 with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. _____ (name and
 designation) of the company to execute Power of Attorney in terms of this resolution in favour of
 Mr./Ms. _____ & Mr./Ms. _____ the person(s)
 above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the
 company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place: Dated:

Executed and Signed before me on this.....day ofAt.....(place).

(Seal and signature of Notary Public)

- Notes:** 1. In this format space has been provided for entering details of two constituents of the JV and two
 authorized persons however if the number vary details may accordingly be entered.
2. Any person / director should not be authorized to execute Power of Attorney in his own favour.
3. Format given above is for guidance only. Any certificate, containing information in other format
 asked for, may also be considered.
4. Alternatively, Authorization given in MOA/AOA shall also be accepted.

PROFORMA-DC-2*(Ref. Para 17.14.3 of Part-I of GCC-2022, with up-to-date correction slip)***SPECIMEN FORMAT FOR POWER-OF-ATTORNEY BY A COMPANY (incorporated under companies Act) FOR ENTERING INTO JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
 (name of company & CIN number) is
 a
 Company registered under the Companies Act, 2013, and having its registered office at.....
 (Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of
 the Board of directors of the company the company (company name) has decided to participate in the tender
 No. issued by North Central Railway for the work namely
 “ ” in Joint Venture and for the
 purpose the company shall enter into and execute joint venture agreement with M/S &
 M/S (name of other constituent(s) of joint venture) AND THAT
 M/S (name of the lead member of joint venture) shall act as the lead member
 of above mentioned joint venture.

I.....(name and designation) the authorized representative
 of M/S (name of company) duly
 authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and
 authorize Mr./ Ms. (designation) (address) & Mr./
 Ms. Mr./ Ms. (designation) (address) who is/are
 presently holding the above mentioned position in the company as our true and lawful attorney (hereinafter
 referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following powers
 for and on behalf of M/S (Name of
 company & CIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by
 the company, on behalf of the company with above named constituents for participating in the aforesaid
 bid of the North Central Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the company in connection with
 completion of aforesaid tender work and to enter into liability against the company.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes
 mentioned above.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either
 of them under the authority of this power shall be construed as acts, deeds and things done by the Company
 and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of
 them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20... , in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants' Signature & Seal of company:

Name:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) NameSignature.....

(2) NameSignature.....

Executed and Signed before me on this.....day
of.....At.....(place).

(Seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.

2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of company. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*

3. Executant and Power of Attorney holder should not be the same person.

4. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

5. Alternatively, Authorization given in MOA/AOA shall also be accepted.

PROFORMA-DD-1*(Ref. Para 17.14.4 of Part-I of GCC-2022, with up-to-date correction slip)***SPECIMEN FORMAT FOR PARTNER'S RESOLUTION OF LLP FIRM FOR ENTERING INTO JOINT VENTURE***(To be printed on LLP Firm's letter head)*

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF _____ (LLP Name) having LLPIN _____ of 20..... (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____ Whereas the Partners have been described about NIT No. _____ issued by North Central Railway for the work namely “ _____ ”.

Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/s _____ & M/s _____ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr. / Ms. _____ & Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. _____ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

- Notes:**
1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
 2. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
 3. Alternatively, Authorization given in LLP agreement shall also be accepted.

PROFORMA-DD-2

(Ref. Para 17.14.4 of Part-I of GCC-2022, with up-to-date correction slip)

SPECIMEN FORMAT FOR POWER of ATTORNEY BY A LLP FIRM (incorporated under LLP Act) FOR ENTERING INTO JOINT VENTURE AGREEMENT.

(To be executed non-judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S (name of LLP & LLPIN number) is a LLP registered under the LLP Act, 2008, and having its registered office at..... (Hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the LLP, the LLP..... (LLP name) has decided to participate in the tender No. issued by North Central Railway for the work namely “.....” in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement with M/S & M/S (name of other constituent(s) of joint venture) AND THAT M/S (name of the lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorized representative of M/S (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (designation) (address) & Mr./ Ms. Mr./ Ms. (designation) (address) who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S (Name of LLP & LLPIN number) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the North Central Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20... , in presence of:

WITNESSES:

- | | |
|---|--|
| <p>1. Signature
Seal of LLP:
Name:
Address:</p> | <p>Signature of authorized representative &

Name of authorized representative:
Designation:</p> |
| <p>2. Signature
Name:
Address:</p> | |

Specimen Signatures of Attorney Holder in token of acceptance:

- (1) NameSignature.....
- (2) NameSignature.....

Executed and Signed before me on this.....day of
At.....(place).

(Seal and signature of Notary Public)

- Notes:** 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons/attorney holders however if the number vary the details may accordingly be entered.
2. *To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of LLP. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.*
3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.
4. Alternatively, Authorization given in LLP agreement shall also be accepted.

PROFORMA-DE-1

(Ref. Para 17.14.5 of Part-I of GCC-2022, with up-to-date correction slip)

**SPECIMEN FORMAT FOR SPECIAL POWER OF ATTORNEY FOR PARTICIPATING AS
MEMBER OF JV**

(To be submitted by Society/Trust participating as member of JV)

BE IT KNOWN to all that we (names of governing body of society/trust) at the(Indicate Name of Society/Trust) having its office at do hereby for and on behalf of the said Society/trust resolved that the(Society/trust name).... shall participate in the tender below in Joint venture and for the purpose the society/trust shall enter into and execute Joint Venture memorandum/agreement ,with M/s -----& M/s ----- (name of other constituent(s) of joint venture) and further resolved that the Governing Body of society/Trust appoint Mr/Ms.....S/o Shriage..... (Indicate Name of Nominee with full address) of the Society/Trust as our Attorney, whose specimen signature are appended below to enter into JV and execute the MOU/ JV Agreement & all other required documents with M/s -----& M/s ----- (Indicate name of other constituent(s) of joint venture)..... Situated at in connection with the following tender invited by North Central Railway:- “T. No.....Name of work.....”

We/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of we..... (names of governing body of society/trust) Of M/s..... (Indicate name of society/trust) has executed this Power of Attorney.

For M/s.....

(Sign. of Shri.....)

(Sign of all members of governing body)
(Seal of Society/Trust)

Place.....

Date:-.....

Witnesses:

1. Signature
Name:
Address:

2. Signature
Name:
Address:

Note:

1. To be executed on non-judicial stamp paper of appropriate value as per law of state at the time when such Power of attorney is being executed. Non-Judicial stamp paper should be purchased in the name of society/trust. The power of attorney should be stamped and authenticated by a Notary public or by a Magistrate.
2. Alternatively, Authorization given in MOA of society/trust deed /rules and regulations of the society/trust shall also be accepted.
3. Format given above is for guidance only. Any certificate, containing information in other format asked for, may also be considered.

PROFORMA-H**CONSTITUTION OF FIRM**

1	Constitution of the firm/ concern. (Tick as applicable)	Sole Proprietorship / Partnership Firm /Company /JV / Registered Society / Registered Trust / LLP / HUF etc.
2	Full name of the Sole Proprietorship/ Partnership Firm / Company/ JV/ Registered Society / Registered Trust / LLP / HUF etc.	
3	Year of formation /incorporation	
4	(a) PAN No.	
	(b) GST No	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	E- mail id and Contact No of authorized person under whose digital signature key tender document will be signed/uploaded on behalf of the tendering firm	
8	Names of the proprietor/ partners/ JV members etc.	

PROFORMA-I**DECLARATION/UNDERTAKING**

I/We (Name and Designation of tenderer/Authorized Person of tender)
do hereby declare as under:

1. That, I/We are an individual/ Partnership firm/Company/ Society/JV and:

- (a) That, I/We are not a retired Engineer of the gazetted rank or any other gazetted officer working before 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,
- (b) That, I/We being partnership firm / company / joint venture (JV) / registered society /registered trust etc. have none of our partners a retired Engineer or retired gazetted officer as aforesaid.
- (c) That, I/We being an incorporated company have not any such retired Engineer or retired officer as one of directors.
- (d) That, I/We do not have in our employment any retired Engineer or retired gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender).
- (e) That, I/We being an individual contractor, do not have a member (s) of family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. have one or more of partner(s) /shareholder(s) or member(s) of family of the partner(s)/shareholder(s) employed in gazetted capacity in the Engineering or any other department of the railway.

OR

2 (a) That, I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as (Name of the firm) with following details:

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office atleast 1 year prior to the date of submission of tender

2 (b) That, I/We are a Partnership firm/Company/Society/JV and have following retired Railway Gazetted Officer as our Partner(s)/ Director(s)/Employee:

S. No.	Name	Position in tendering entity i.e. Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office atleast 1 year prior to the date of submission of tender

2 (c) That, I/We are an Individual/Partnership firm/Company/Registered Society/Trust/JV and have following partner(s) /Share Holder(s) not having share of more than 1% or member(s) of family of the individual tenders/ partner(s) /Share Holder(s) employed in Gazetted capacity in the Indian Railways:

S. No.	Name of the Gazetted railway Officer who is/are partner(s)/Share Holder(s) or member(s) of family of Share Holder(s) of tenderer	Post held and Place of Posting	Railway/ Unit	Details of Shareholding or Relationship with individual/ share holder of the tenderer

Note:

(i) Strike Off (1) or (2) as applicable.

(ii) In case (1) is applicable and any of the 2(a), (b) or (c) is not applicable NIL maybe filled.

(iii) This Annexure-I is to be given by each member of JV.

Place: -

(Signatures of Authorized signatory)

Dated:

Name of the tendering firm

PROFORMA-J**MODEL FORMAT FOR PERFORMANCE GUARANTEE BOND**

(To be executed on non-judicial stamp paper of value as applicable in the state where it is executed or Uttar Pradesh State, whichever is higher)

(As per para 16(4) of Part II of SGCC)

Name of the Bank: -----

President of India,

Acting through ----(designation of officer)

North Central Railway, Prayagraj

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

Beneficiary: FA&CAO/C/NCR

In consideration of the President of India acting through---- (*Designation & address of Contract Signing Authority*), North Central Railway, Prayagraj,, (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.-----
-----dt..... made between..... (*Designation & address of contract signing Authority*)
and (here in after called "the said contractor(s)" for the
work..... (here in after called
"the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.....
(Rs.....only) as a performance security Guarantee Bond from the contractor (s) for compliance of his
obligations in accordance with the terms & conditions in the said agreement.

1. We..... (*indicate the name of the Bank with complete address*) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs..... (Rs.....only) on demand by the Government.
2. We..... (*indicate the name of the bank*), further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the ----(*designation of finance officer*)....., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contract or failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....
Only).
- 3.(a) We (*indicate the name of Bank*) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We... (*indicate the name of bank*) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (*Designation & Address of contract signing authority*) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

- 5.(a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we..... (*indicate the name of the Bank*) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we (*indicate the name of the Bank*) shall pay the Government the full amount of guarantee on demand and without demur.
6. We... (*indicate the name of Bank*) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We..... (*indicate the name of the Bank*) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to---- (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for

(*indicate the name of bank*)

Signature of Banks Authorized official

(Name)-----

Designation with Code No. -----

Full Address-----

PROFORMA-K

(Ref: Para 10.3 & 17.15.3 of Tenderer Form (second sheet) of Annexure I of ITT of Part-I of GCC-2022, with up to date of correction slip.)

Compliance of Eligibility criteria by the Tenderer regarding Current Commitment and Balance Amount of ongoing works for the tenders having advertised value more than Rs. 10 Crore.

(FOR CALCULATING “B” AS PER THE BID CAPACITY FORMULA)

Tenderer should provide information on their current commitments and balance amount of ongoing work up to the date of inviting of present tender including works which are awarded to tenderer but not yet started up to the date of inviting of present tender and for contracts approaching completion, but for which an unqualified full completion certificate is yet to be issued.

SN	Name of Work	LOA/Contract No. & Date	Name & Address of the Employer /Tel./Fax /E-mail	Date of Award of Contract	Value of Contract including all accepted variations (Rs.)	Date of Completion (Original or extended date) of Work	Value of the Balance Work as on Date of publishing of tender notice of present Tender on IREPS website	Date of publishing tender notice of Present work on IREPS website	Balance Period for Completion of the Work in Years = (g-i)/365	Proportionate Amount of Contract to be executed in “ N” Years* (Rs.)
a	b	c	d	e	f	g	h	i	j	k

“Certified that current commitments as on date of publishing of Tender notice of present tender on IREPS website for all the contracts that have been awarded or for which a Letter of Acceptance has been received or for the works in progress approaching completion, value of outstanding work and the balance completion period has been indicated in the above table correctly. It is further certified that if later on, the Railway discovers that information provided in the table is incorrect then the Railway will treat our bid invalid and it will be liable for rejection.”

Signature of the Tenderer

Verified and signed

Details of Tenderer along with seal

Details of Chartered Accountant along with seal

1. The above statement should be submitted by the tenderer(s) duly signed by him and verified by Chartered Accountant duly verified by UDIN No.
2. In case of JV, the tenderer(s) must furnish the details of each member of JV separately.
3. The tenderer(s) may submit any additional information in the above subject, if they desire so.

Note:

- (1) "N" = No. of Years prescribed for completion of work in the Present Tender.
- (2) * In case, the balance period for completion of the work [assessed in column (j)] is less than the period of completion of work in the Present Tender (N), full value of balance work as contained in column (h) shall be taken in column (k).
- (3) * In case, the balance period for completion of the work [assessed in column (j)] is more than the period of completion of work in the Present Tender (N), the proportionate amount to be filled in column (k) and shall be calculated as:

$$= [\text{Value of balance work as on date of publishing tender notice on IREPS website i.e. value in column (h)} \times N \text{ (in years)}] / [\text{Balance period for completion (in years) i.e. value in column-j}] .$$
- (4) In case of no work in hand, a 'NIL' statement should be furnished duly verified by chartered accountant.
- (5) value of completed work/work in progress/work awarded but yet not started for a member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

In case, the tenderer/s failed to submit the above statements along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

PROFORMA-L

(Ref. Para 10.1 & explanation to clause 10 – Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up to date correction slip)

DETAILS OF WORKS EXECUTED SIMILAR TO TENDERED WORK

Details of works of similar nature physically completed/substantially completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited to be given.

NAME OF TENDERER/JV PARTNER: -

SN	Name of work	Name of organization for whom work physically completed/ substantially completed	Type of organization for whom work executed.	Contract Agreement No. & Date	Value of contract agreement including all accepted variations (Excluding PVC).	Payment received (including PVC) for completed work under this tender till ending last day of month previous to the one in which tender is invited	Payment received (including PVC) for substantially completed works under this tender till ending last day of month previous to the one in which tender is	%age of payment received for substantially completed work including PVC w. r. t. value of contract agreement including all accepted variations excluding	Time taken for completion of work		Scope of Work and main Features of Contract
									Date of award of contract	Date of physical completion	
1	2	3	4	5	6	7	8	8(a)	9	10	11

Dated: -

Signature of Tenderer/s with seal

Note :-

- Above detail should be given only for works which have been physically completed/substantially completed in all respects, for the similar nature work defined in Para10.1 of Tender Form (Second Sheet) of Annexure I of ITT of this document.
- Certificate from Private individual for whom such works are executed shall not be considered for eligibility of tenderers.
- The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out.

PROFORMA –M

(Ref. Clause No. 11(iii) of Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up to date correction slip)

LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK

Sr. No	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1								
2								
3								

Note:-

- (1) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.

Signature of Tenderer/s

Dated :.....

PROFORMA - N

(Ref. Para 11 (iii) Tender Form (Second Sheet) of Annexure I of ITT of Part-I of GCC-2022, with up to date correction slip)

**LIST OF PERSONNEL ORGANISATION IN HAND & PROPOSED TO BE ENGAGED FOR
THE SUBJECT WORK**

SN	Name & Designation	Qualification	Commencement date of present employment	Professional Experience in years	R e m a r k s

Signature and Seal of the Tenderer

PROFORMA-O

(Ref. Chapter 3.11 of additional general condition of contract)

IDENTITY CARD:

IDENTITY CARD SR. No.	
DATE OF ISSUE	
CONTRACT AGREEMENT No.	
NAME OF THE CONTRACTOR AND ADDRESS	
PARTICULARS OF EMPLOYEE	
NAME OF THE EMPLOYEE	
DATE OF BIRTH/ AGE	
PERSONAL IDENTIFICATION	
PERMANENT ADDRESS	

<p>Space for photo</p>

SIGNATURE OF CONTRACTOR

SIGNATURE / THUMB IMPRESSION OF
EMPLOYEE

(The person who signed the Original

Tender document or the contract agreement)

PROFORMA - P

(Ref. Para 6.1(a)(i) of ITT of IRGCC 2022)

DECLARATION OF SITE VISIT

I / we hereby solemnly declare that I/ we visited the site of works personally and have made myself/ourselves fully conversant of the conditions there in and in particular the following:

1. Topography of the area and existing Road network (high ways & Village, Pucca & Kacha) and availability of Service Roads,
2. Soil Conditions at the site of the work.
3. Sources and availability of construction material.
4. Rates for Construction materials.
5. Availability of local labour, both skilled and unskilled and the prevailing labour rates.
6. Availability of Water and Electricity.
7. Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.

Signature and Seal of the Tenderer

PROFORMA-Q-1*(Ref. Para 11(i) & explanation to Para 10 of Part-I of GCC-2022, with up to date corrections)***SPECIMEN FORMAT FOR COMPLETION CERTIFICATE***(For Physically completed works)*

Name of Organization

Postal address,.....

Phone No..... Email ID..... Fax No.....Letter

No..... Date:-.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./HUF/Partnership firm/LLP/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor.	
6.	Date of award of contract	
7.	Original value of contract agreement.	
7.1	Value of contract including all accepted variations & PVC /final value of contract agreement including PVC	
8.	Payment made in the Work	
8.1	In case final payments have been made- Total Payment made up to final bill plus total PVC amount paid	
8.2	In case final bill is pending& the work is physically completed -	
(i)	Total gross amount paid including PVC amount	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	In case of composite work (<i>i.e. Similar work of present tender is a part of this work for which the certificate is issued</i>): Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 8 above.	

11.1	In case final payments have been made- Total Payment made for the component up to final bill plus total PVC amount paid for the component.	
11.2	In case final bill is pending -	
(i)	Total gross amount paid including PVC amount for the component of the work	
12.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date-.....

(Signature)

Name and Designation of officer

Mobile No. of officer Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of Bid Security (if applicable), and other penal actions mentioned in Annexure-V.
- (ii) Above format is for guidance only. Any certificate containing information asked for may also be considered.
- (iii) For tenderer submitting credentials of work which is composite in nature, shall mandatorily bifurcate the components required for present tender for verifying their technical eligibility in accordance to similar nature defined in the present tender document.

PROFORMA-Q-2*(Ref. Para 11(i) & explanation to Para 10 of Part-I of GCC-2022, with up to date corrections)***SPECIMEN FORMAT FOR SUBSTANTIAL COMPLETION CERTIFICATE***(For works in progress and completed financially equal to or more than 90%)*

Name of Organization

Postal address,.....

Phone No..... Email ID..... Fax No.....

Letter No..... Date:-.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop. /HUF/Partnership firm/LLP/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor.	
6.	Date of award of contract-	
7. (i)	Original value of contract agreement.	
(ii)	Value of contract including all accepted variations (excluding the payment made for adjustment of PVC)	
8.	(i) Payment made in the work including the payment made for adjustment of PVC. (ii) Percentage completion (Col. 8 (i)/ Col. 7 (ii)) *100 (Note-Issuer of this certificate shall certify that the work has been completed equal to or more than 90 %. This should be calculated as payment made including PVC with respect to the present contract value (excluding the payment made for adjustment of PVC)	
8.1	Payments made so far - (i) Contractual	

	(ii) PVC	
9.	Has the work physically been completed 90% or more in all respect as per contract agreement?	(Yes / No)
10.	Whether extension to DOC given with penalty or without penalty	(Yes/No)
11.	In case of composite work(<i>i.e. Similar work of present tender is a part of this work for which the certificate is issued</i>), Payment made for relevant distinct component of the work (similar to tendered work) including PVC paid for the relevant component	
12.	Payments made so far for relevant distinct component of the work (similar to tendered work) - (i) Contractual	
	(ii) PVC	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been substantially completed i.e. payment made including PVC is equal to or more than 90% of the present contract value (excluding the payment made for adjustment of PVC).

Date-.....

(Signature)

Name and Designation of officer

Mobile No. of officer Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of Bid Security (if applicable), and other penal actions mentioned in Annexure-V.
- (ii) Above format is for guidance only. Substantially completed work certificate containing information asked for may also be considered.
- (iii) If a part or a component of work is completed but the 90% intended scope of full contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- (iv) In case a completed work is considered similar in nature to the present tender as a whole for fulfillment of technical credentials by competent officials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (v) The credential certificate for substantially completed work should have been issued not prior to 60 days of date of invitation of present tender.

- (vi) For bidders submitting credentials of work which is composite in nature, they shall mandatorily bifurcate the components for verifying their technical eligibility in accordance to similar nature defined in the tender document.

PROFORMA-Q-3

(Ref. Note for Para 10.1, explanation to Para 10 & Para 11(i) of Part- I of GCC 2022, with up to date corrections)

SPECIMEN FORMAT FOR COMPLETION CERTIFICATE

(If the work is awarded by Public Listed Company)

Name of the Public Listed Company :-----

Address :-----

Contract details i.e. Phone No.-----Fax-----e-mail Id.....

Letter No..... Date:-.....

1.1	Name of work /Project	
1.2	Name and Address of the Public Listed Company	
1.3	Number as incorporated/ registered in the National stock exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE	
1.5	Date of Incorporation/Registration	
1.6	Document authorizing particular person to issue certificate on behalf of the Public listed Company to issue such completion/substantial completion certificate.	
1.7	Average Annual turnover of the public listed company in last three financial years excluding the current financial year. (details to be attached).	
2.	Contract Agreement No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./HUF/Partnership firm/LLP/company /Joint Venture firm/Registered Society /registered Trust etc.)	
5.(i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Value of contract including all accepted variations & PVC /final value of contract agreement including PVC	
7.	Payment made in the Work	
7.1	In case final payments have been made- Total Payment made up to final bill plus total PVC amount paid	
7.2	In case final bill is pending& the work is physically completed -	

7.3	Total gross amount paid including PVC amount	
8	Has the work physically been completed in all respect as per contract agreement?	(Yes/No)
8.1	If yes, then actual date of physical completion.	
9.	For Substantially completed works	
(i)	(i) Payment made in the work including the payment made for adjustment of PVC. (ii) Percentage completion (Note-Issuer of this certificate shall certify that the work has been completed equal to or more than 90 %. This should be calculated taking into consideration payments made including PVC and present contract value excluding PVC.)	
(ii)	Payments made so far - (a) Contractual	
	(b) PVC	
(iii)	Has the work physically been completed 90% or more in all respect as per contract agreement?	(Yes / No)
9.	Date of award of contract	
10.	Whether extension to DOC given with penalty or without penalty	
11.	In case of composite work Payment made for relevant distinct component of the work (similar to tendered work) including PVC paid for the relevant component	
12.	Payments made so far for relevant distinct component of the work (similar to tendered work) - (i) Contractual	
	(ii) PVC	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed/Substantially completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Signature & Name of Authorized Person
of the Public Listed Company with Seal and
Mobile No. of Issuing Person

Note:-

Following documents regarding the Public listed company are required to be submitted along with the certificate-

1. Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted in suitable format.
2. The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing.
3. The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of closing of tender).
4. The copy of document regarding Person Authorized by the Public listed Company to issue such certificate.
5. 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 a copy of final/last bill paid by the public listed company in support of above work experience certificate.
6. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
7. For bidders submitting credentials of work which is composite in nature, they shall mandatorily bifurcate the components for verifying their technical eligibility in accordance to similar nature defined in the tender document.

SCOPE AND DETAILS OF WORK

Preparation of land acquisition plans and proposals, obtaining forest clearances and other land acquisition related works in SRMT GGC New line, MTJ DHO 4th line and DER DAQ 4th line in jurisdiction of Dy. CE/C-2/Agra and Dy.CE/C/CNB

Additional special conditions

NS01 Preparation of Land Plans & proposals:- Contractor/firm shall prepare land plans using plane table or any other suitable methods/equipments ,along existing track and proposed alignment for, identification of adjoining properties required for superimposition of revenue record. It also includes collecting details of ownership, type of property, structure, No. of floors (if any) khasra plans land use pattern,(agriculture/commercial/barren/forest etc.) collection of all necessary revenue survey maps required for preparation of Land acquisition proposals ,as desired by Railways & state govt. authorities.

- i.) Preparation of land plan along with marking of approved alignment/center line of proposed BG track showing the land to be acquired khasra wise, Khasra number, name of village etc. in six copies.
- ii.) The rate is inclusive of supplying copy of land plan, 7/12 & other documents and other relevant, documents as required by Land Acquisition officers for processing the case of land, acquisition.
- iii.) Any query raised by Concerned Revenue office of State Govt. after submitting the documents will be complied by Railways however if any details are required then the same shall be arranged by the contractor for which no extra payment shall be made.
- iv.) The rate is all-inclusive. Contractor shall arrange to supply all relevant documents required in connection with land acquisition as and when required.
- v.) All relevant statements required by state authorities.

MODE OF PAYMENT

- 50% payment shall be released after submission of drawings/sheets/statements duly approved by railway's Engineer in charge and balance
- 50% shall only be released after approval of the same by State authority /Asst. Executive Engineer of Railway and relevant section IV & VI are published by State Government.

NS02: Preparation of Land Acquisition and submission of land plans.

1. The land plans of villages coming over the alignment are to be collected from village revenue office or district inspector land records from concerned district Administration. The land acquisition plans. The alignment will be marked on the land plan after finalization of alignment and the proposed acquisition of land along with survey No, Name of owner , village , area of land to be acquired will also mentioned.
2. The land plans are to be prepared on village land plan revenue scale as per requirement for acquisition.
3. Payment for this item will be Per Each village basis. The rates are all inclusive of material, labour, tools & plants, transportation etc. complete.
4. The contractor has to submit two prints along with schedule of land acquisition.
5. The rates are including the cost of all materials, labour, stationery etc. complete.
6. Supplying Village map in original in 4 copies/ or as required of each.
7. Supplying of 7/12 documents in original in 4 copies / or as required of each.

8. Assessment, Valuation and Submission of details of (a) Existing Govt./Pvt. Structures coming within Proposed alignment and Land Boundary like Buildings, complete. (b) Open / Tube Well, Pump House, Irrigation Pipe Line etc. (c) The contractor is also required to keep close coordination with Revenue Department for collecting relevant documents/records in connection with Land Acquisition proposal and also during the course of demarcation of land boundary on maps as well as on ground.
9. Preparation of land acquisition proposal. The contractor has to submit the total land acquisition proposal based on land plans prepared as per technical requirement, as per section 4 of land acquisition act-1894 amendment up to date. All the necessary forms required for submission to be prepared by contractor and submitted to Railways for onward submission. The Railway will pursue the matter and necessary assistance will be providing to the contractor for submission of land acquisition proposal to concerned district authorities.
10. Assessment, valuation and submission of details of structures. The contractor has to take the measurements of existing structures coming in alignment/ within the proposed Railway boundary and prepare the estimate of the structures measured like buildings, open well/ tube well, pump house, irrigation pipeline etc. as per SOR of R&B and USSOR-2011 of Western Railway as applicable. If the estimates are prepared based on SOR of R&B, the estimates are to be approved /vetted by R&B department of concerned district authorities and submit to the Railway for onward submission to District authorities for payment of compensation.
11. Measurement : The unit of measurement shall be Km.

Mode of Payment:

- 95% payment for this item shall be made after completion of the work and submission and approval of Land Plans The unit of measurement shall be Km.
- Balance 5% Amount shall be released in final Bill.

During the period between approval of Land Plans and preparing final bill, if any modification/correction is required to be made in approved Land Plans, the contractor will have to do the modification/correction in the Land plans accordingly as per direction of the Engineer incharge.

NS15, NS16 Obtaining Forest clearance /permission as per Forest conservation act and its amendments including the processing of case on PARIVESH Portal etc.

1. The bidder is required to draw the approved alignment to scale on village-wise Revenue Plan/Maps and work out the quantum of forest land to be acquired along with the details of Survey number with each Range Officer jurisdiction. Land plan and papers should clearly show forest land. The details of entire forest land data required for land acquisition and forest clearance to be placed in the report. The details should be summarized in the reports. Land plan and Forest papers should be verified through joint field verification with State Revenue officials, Railway officials, Forest Officials. Record of Rights to be collected from Revenue authorities and necessary assistance and follow-up action to be provided by the bidder to expedite completion of land acquisition and clearance/permission from Forest Deptt. Railway will render assistance in regard to coordination with the concerned Govt. Forest Authorities.
2. Assisting Railway in obtaining Forest Clearance with processing through the

case with relevant documents at each Divisional Forest Officer level and submission to Nodal Officer of Regional Forest office.

3. Joint Survey of trees to be carried out as per direction of forest officials.
4. Preparing a report on Forest clearance requirement for complete Project as per Forest (Conservation) Act 1980 & its approval from Railway.
5. Preparation & Submission of KLM maps, DGPS maps TOPO map etc. for online submission of Forest land clearance papers requirement for complete Project as per Forest (Conservation) Act 1980 & its approval from Railway.
6. Contractor / firm shall collect all necessary revenue Survey maps, TOPO sheet etc required for preparation of Land acquisition proposals and online submission of forest clearance.
7. The rates are inclusive of all labour, material, tool & plant, taxes, transportations etc complete job no any extra payment shall be made.

Mode of Payment: -

- On submission of land plans/all papers for online forest clearance required= 50%
- On final clearance from Forest Deptt.= 40%
- Balance amount will be paid in the final bill= 10%

NS17 Providing and fixing cast-in-situ or precast M-25 concrete pillars along the Railway alignment terms of reference & relevant provisions of Indian Railways Code for Engineering Department (1999, Third Reprint) with up to date correction Slips and as directed by the Engineer-in-charge on straight and curves as per Scope of Work & Technical Specifications with Contractors' own materials, tools and plants; including all leads and lifts, transportation, making own service roads for leading of stones & materials and crossing of track etc.; including all taxes and royalties complete; including painting, marking the pillars at site; The rate includes the cost of all material including centering, shuttering, cutting, binding, reinforcement and erection of stones etc., Location of concrete pillars 1) At every 500 mts along the Centre line of the approved Railway alignment using 1200x 100 x100 mm concrete pillar with 700 mm projection above the ground level duly embedding in CC(1:4:8) of 300x300x500mm size base concrete, including setting out of proposed curves at site indicating tangent points, apex point and crown of curve and approach of Major Bridges.4) The Chainage or KM & distance of proposed centre line of track shall be marked on these pillars. 5) Separate colouring preferably yellow colour for center line alignment pillars are to be painted for identification. 6) Center point direction has to be painted on alignment pillar with chainage are to be painted. 7) 'NCR' has to be engraved on all pillars and painted with black paint.

Payment conditions.

- 90% payment for this item shall be made after completion of the work. The unit of measurement shall be each M-25 concrete pillar.
- Balance 10% Amount shall be released in final Bill.

NS18 Providing and fixing Stone Pillars / RCC Pillars of Size 1300x250x250mm along the proposed land boundary and for Benchmarks as per terms of reference & relevant provisions of Indian Railways Code

for Engineering Department (1999, Third Reprint) with up to date correction Slips and as directed by the Engineer-in-charge on straight and curves as per Scope of Work & Technical Specifications with Contractors' own materials, tools and plants; including all leads and lifts, transportation, making own service roads for leading of stones & materials and crossing of track etc.; including all taxes and royalties complete; including painting, marking the pillars at site; The rate includes the cost of all materials including erection of stones etc. , Location of Stone pillars.1) Erection of boundary pillars at every 50 mts interval or at every change of location of boundary, whichever is less with 700mm projection above the ground level and 600mm below GL at earmarked location, embedding in CC (1:4:8) of 400x400x700mm size base concrete, duly marking the distance of the centerline of proposed line from the boundary.2) Bench marks should be marked with 700mm projection above the ground level and 600mm below GL at earmarked location embedding in CC (1:4:8) of 400x400x700mm size base concrete, at intervals of not more than one kilometer along the line and at sites of important bridges, duly marking BM Number / Value / Chainage. In every case the position chosen for a benchmark should be such that it can be conveniently referred to during construction and is, at the same time, not liable to be interfered with during the progress of construction. 3) Boundary pillar / Benchmarks Pillars are to be painted with RED paint for identification and markings in white or black paint. 4) Boundary pillars are to be painted with boundary distance and direction of increase/decrease of width. 5) 'NCR' has to be engraved on all types of pillars and painted with white or black paint.

Payment conditions.

- 90% payment for this item shall be made after completion of the work. The unit of measurement shall be each M-25 concrete pillar.
- Balance 10% Amount shall be released in final Bill.

END OF TENDER DOCUMENT