



SPECIAL CONDITIONS OF THE CONTRACT-(General)

1. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to an / or in part super session of the "Indian Railways Standard General conditions of Contract – (IRSGCC) – April 2022" including all up to date corrections and amendments issued from time to time and the Indian Railway Standard Specification of Ultrasonic testing of rails / welds revised-2020 issued by RDSO with latest amendments.

Where there is any conflict between these Special Conditions of Contract on one hand and the "Indian Railways Standard General conditions of Contract (IRSGCC) – April 2022" including all up to date corrections and amendments issued from time to time and the Indian Railway Standard Specification of Ultrasonic testing of rails / welds revised - 2020 issued by RDSO with latest amendments on the other hand, the former shall prevail.

Any special condition stated by the contractor in the covering letter submitted along with the tender shall be deemed as per the contract to such extent only as have explicitly been accepted by the Railway.

2. The contractor has to engage required number of personnel to execute USFD testing of rails and welds (excluding Flange testing) with adequate infrastructure on all working days while the work is in progress on the divisions so that there is no backlog, failing which action as per IRSGCC will be initiated.

3. The machine should be capable to detect the defects as given in the Manual for ultrasonic testing of rails and welds revised -2022 along with Indian Railway standard specification for ultrasonic testing of rail / welds Revised- 2020 issued by RDSO as amended from time to time with latest.

(a) The tenderer should submit the RDSO certified USFD machines SRT/DRT/Hand held testing equipment's with B-scan facility equipped with 9 channels and two extra 37 degree probes and the certificates shall be submitted along with the tender documents, and the above instructions are as per comprehensive guidelines issued by Rly Bd letter no. Track/21/2004/0902/&/Vol-III dated 20.06.2022 and amendments (if any).

(b) RDSO certified USFD operator and machines for the testing is mandatory. To ensure it, the contractor has to propose the name of RDSO approved USFD operator after award of LOA, which will further be verified and approved by ADEN. However contractor has to propose the RDSO approved USFD machines to be utilized for testing in the tender itself.

4. Approved machines (B-scan with 9 probes) :

Approved machine means , the machine with model no. and firm name which was approved by RDSO on satisfactory compliance of lab assessment , STR verification , field trail report (by M&C Directorate and Track Design Directorate) and confirming to the specification no. RDSO/ M&C/NDT/128/2007(B-scan)Rev-IV, August 2021 . The approval is issued to the specific manufacturer for the specific model to manufacture further numbers with the same model.

5. Certified machines (B-scan with 9 probes) :

(a) As per T-53 document , certified machine means the equipment offered by the agency / firm which were verified by RDSO for performance capability and found satisfactory as per (i) Provisions of clause 5.2.1(b) and 6.2 of document no. T-53, Indian Railways standard specification for ultrasonic testing of rails/welds-revised-2020 and (ii) JPO/Policy for verification of B-scan SRT/DRT machines having 9 probes/channels per rail for outsourcing USFD firms vide Track Design Directorate Note no. CT/USFD dated 06.05.2022 and the test report to be issued by RDSO for each equipment wise which is valid for 4 years from date of issue and after which, the equipment shall be offered for recertification before expiry of validity date. After re- certification of the equipment the validity will be assigned for the rest of the period of service life of USFD equipment which is 8 years. The service life i.e, 8 years is taken from the date of manufacture of the equipment.

(b) Each and every machine whether it is procured from the list of approved vendor or non- approved vendor, shall be offered to RDSO for verification and certification for performance capability and certificate issued by RDSO is mandatory for deployment of USFD machines for outsourcing as per the document no.T-53 of Indian Railway Standards by specification for ultra sonic testing of rails/welds , revised-2020.



6. The operators should have valid competency certificate for testing of Rail/Weld , issued by RDSO or ASTM-II in Non Destructive Testing.

(a) The operator should possess regular competency certificate in through testing of rail and weld manually by SRT/DRT (B-scan) valid for a period of 2 years, issued either by RDSO or should possess competency certificate of Level- 2 from Indian Society for Non destructive testing (ISNT)/American Society (ASNT) for Non-destructive testing and shall have minimum two years of practical experience in Ultrasonic examination. This is to be read in conjunction with clause 7 of the Technical Specification.

(b) The operator holding provisional competency certificate should confirm to clause no. 7.3.2 (a) of Indian Railway Standard specification for Ultrasonic testing of Rails/Welds– Revised –2020.

(c) If the operators found to be working without the valid certificate at the time of inspection of the Engineer-in-charge, the testing done by the operator will be invalid.

7. The quarterly schedule of progress of USFD testing of rails and welds (excluding Flange testing) will be as under:

For VSKP, BZA, GNT & GTL Divisions

IstQuarter	3303 TKMS
Cumulative Upto IInd Quarter	6606 TKMS
Cumulative Upto IIIrd Quarter	9909 TKMS
Cumulative Upto IVth Quarter	13212 TKMS
Cumulative Upto Vth Quarter	16515 TKMS
Cumulative Upto VIth Quarter	19818 TKMS
Cumulative Upto VIIth Quarter	23121 TKMS
Cumulative Upto VIIIth Quarter	26424 TKMS

Note: One track kilometer is equal to two Linear rail kilometers.

8. (i) The firm shall submit the planning to complete the work, as per quarterly schedule prescribed in para 5 above and the capacity (XX no of machines) worked out in terms of testing should be of 3 TKMs for SRT with two operators and 6 TKMs for DRT with two operators per day for 25 working days in a month . (Vide para 16 of Rly Bd Track/21/2004/0902/&/Vol-III dated 20.06.2022).

(ii) The self assessed capacity (XX no of machines) worked out shall be equal or greater than the quarterly schedule of progress mentioned under para 7.0 above .

9.

For VSKP, BZA, GNT & GTL Divisions:

Calculated quarterly output of testing in TKM (Quarter is 03 months)	Average No. of SRT machines required as per above Para 7.0	Average No. of operators To be proposed for SRT machines	Average No. of DRT machines required as per above para7.0	Average No. of operator to be proposed for DRT machines
3303 TKMs	3303/ (3months x 25 working days x 3 TKM) = 14.68 Say 15~17 machines	15 machines x 2 = 30~34 operators	3303/ (3months x 25working days x 6 TKM) = 7.34 Say 7~8 machines	7 machines x 2 = 14~16 operators

Note: Agency is advised to arrange adequate number of machines (SRT/DRT) to cater for the sudden increase in overdues of Rail testing



Hence, the contractor has to deploy 17 nos of SRT machines (or) 8 nos of DRT machines to complete the quarterly schedule prescribed in para 7.0 above.

10. The quarter wise schedule can be revised by the Dy.CE/Track/HQ from time to time, based on actual requirement. For all practical purpose, the revised schedule given if any during the execution of work will supersede the quarterly schedule given above.

The Quarterly shortfall of USFD testing of rails and welds will attract penalty which will be worked out @ 20% of accepted rate per Linear Rail Length Km per Quarter and shall be recovered from the tenderer's on account bills on quarterly basis. In case of execution of excess quantity in any Quarter, the same will be accounted for in the immediate next quarter for meeting the target of that quarter.

11. The contractor shall, indemnify the Railway Administration against any claim for compensation arising out of section 12(1) Work men's Compensation Act, 1923 and subsequent amendments thereof due to any reasons whatsoever. 7.0

12. REPRESENTATIVE OF 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. Trespass

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

Inflammable Articles:

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

14. Excepted matters

All measurements, method of measurements, meaning of intent of specifications and interpretation of special conditions of contract, given and also made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered "Excepted Matters" in terms of conditions No.63 of "IRSGCC – April 2022 " and will strictly stay outside purview of any arbitrations limit and will not be arbitrable.

15. Claims

The successful tenderer/s shall put up his/their claim as per clause 43.1 of IRSGCC– April 2022 " including all up to date corrections and amendments issued from time to time, in addition, such claim shall be made during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision on claims and disputes put up by the tenderer/s, contractor/s shall be the Principal Chief Engineer, South Central Railway, Secunderabad.

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



17. Instructions / Directives of the Engineer's representative: As per clause 19.1 to 36.3 of IRSGCC-April 2022.

The contractor shall at all times, execute the contract work under the supervision of the Engineer's representative. No work under the contract shall therefore be commenced by the contractor without the permission of the Engineer's representative.

The contractor shall always execute the work under this contract by complying the instructions / directives given by the Engineer's representative. Any act of non compliance with the instructions/directives issued by the Engineer's representatives shall be considered as default of the contractor where after the railway shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer's representative where there has been an act of non-compliance with the instructions / directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.

The instructions / directives by the Engineer's representative shall not however absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.

18 Non-compliance with the instructions / directives of the Engineer's representative.

The contractor shall always comply with the instructions / directives issued by the Engineer's representative from time to time. In event of any non-compliance with such instructions / directives, apart from and in addition to other remedies available to the railway as specified herein above the engineer's representative may employ at the works to the railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the engineer's representative in regard to the need, appropriateness and adequacy of the deployment of the railway workmen with necessary equipment shall be final and conclusive.

Persistent Non-Compliance with instructions/directives of Engineer's representative.

If the contractor does not comply with the instructions / directives of the engineer's representatives, apart

from and in addition to the remedies available to the Railway as this regard, the engineer's representative, which for the purpose of this clause shall exclude the inspector of civil engineering department, appointed by the South Central Railway can suspend the contractor's work till the engineer's representative is satisfied that the contractor is in a position / will comply with the instructions / directives issued by the engineer's representative. The decision of the engineer's representative in this regard shall be final and conclusive. The contractor shall not have any claim whatsoever against the railway for such short term / long term suspension of the contract work.

16.3 During the above mentioned period of suspension work the contractor shall not in any manner attempt to carry out any of the work at site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the railway track. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

19 (a) PERIOD OF COMPLETION: The Railway expects that a resourceful and experienced contractor should be able to complete the work in all respects **within the period as specified in the Tender Notice and in the Schedule where items of work are furnished** from the date of letter of acceptance of the Tender.

(b) Extension of time of completion will be governed by clause 17 of General Conditions of Contract. However, while granting the extension of time under clause 17(B) of GCC, a token penalty as deemed fit based on the circumstances of the case can be imposed on the contractor without prejudice to other rights of Railway Administration as provided under



GCC.

Certificate of completion of works : As per clause no. 48 (1) & 48 (2) of IRSGCC-April 2022

The work shall not be considered to have been completed in accordance with the term of contract until the engineer-in-charge certifies in writing to that effect. No approval of materials or workman ship or approval of part of the work during the progress of execution shall bind the engineer-in-

charge or in any way prevent from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion unit such alterations and modification of reconstruction have been affected at the cost of the contractor/s as shall enable to certify that the work has been completed to his satisfaction.

After the work is completed, the contractors/s shall give notice of such completion to the Engineer-in-charge and within 30 days of receipt of such notice, the engineer-in-charge shall inspect the work and if there is no defect in the works shall furnish the contractor/s with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the engineer-in-charge are rectifiable he shall inform the contractors/s the defects noticed. The contractor/s after rectification of such defects shall notify the engineer-in-charge and then the Engineer in charge on his part inspect the work and issue the necessary completion certificate within 3 days, if the defects are rectified to his satisfaction, and if not shall inform the contractor's indicating defects yet to be rectified. The time cycles as above shall continue.

20. Liquidated Damages- In case the work is delayed due to reasons attributable to the Railway or the contractor/s the completion period of the contract shall be extended in accordance with the provision of "Indian Railways Standard General conditions of Contract (IRSGCC) – April 2022" including all up to date corrections and amendments issued from time to time

21. SITE INSPECTION REGISTER:

- a. A site inspection register will be maintained by the engineer or his representative in whom the contractor will be bound to sign day-to-day entries made by the engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc., issued to him at the site of works.
- b. The contractor shall provide all facilities as required by the Engineer, such as suitable appliances etc., for satisfactory inspection of the works and places where materials for the work are stored or prepared.

Site order register.

The contractor/s shall promptly sign orders given therein by the engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor/s to the engineer in good time so that it can be checked.

LOG book of events.

All events are required to be chronologically logged in this book shift-wise and date wise.

- c. Any other register considered necessary by the Engineer, shall be maintained at site in which the representative of the engineer and the contractor will have to sign. The register, proforma, charts, etc., will be property of the Railway.

22. SCOPE OF WORK:

Carrying out through USFD testing of running Rails & Welds (excluding flange testing) including level crossings, lead portion of points and crossings and scabbed rail testing of all types of Rails by NBC (Need based concept) method under traffic conditions as per provisions of IR's "USFD manual & Specifications for Ultrasonic Testing of Rails and Welds" with latest correction slips & related instructions, duly marking defects, submission of daily reports and storing back up data as specified & directed with Contractor's USFD machine. *(The SRT/DRT machine should have minimum of 9 probes (including 37 degree forward /backward probe for detecting bolt hole cracks))* **Testing and reporting is to be done as per the Indian Railway Standard specification for Ultrasonic testing of Rails/Welds– Revised – 2020 and latest amendments and manual for ultrasonic testing**



of Rails and Welds- Revised-2022 . In case of any conflict, the special conditions of the contract shall prevail.

23. "Indian Railways Standard General conditions of Contract (IRSGCC) – April 2022 " including all up to date corrections and amendments issued from time to time shall be applicable to this contract.
24. Sanitation: Sanitation, cleanliness and ensuring hygienic condition within the premises shall be the responsibility of the contractor, which will have to be ensured, by contractor to the full satisfaction of the engineer-in-charge.
25. Security: Security of the complete machineries and the plant installed by the contractor will be the responsibility of the contractor.
26. Safety of the Staff: The contractor shall have to take all necessary steps to ensure personal safety of the staff including arranging of safety dress and equipment to the labour engaged for the work as required under relevant provisions of the Factories Act.
27. Statutory obligations: It will be the responsibility of the contractor to ensure compliance to all statutory and legal obligations such as factories Act, Minimum wages Act, Payment of wages Act etc.
28. Terms of payment - The contractor shall be paid for the works actually executed by him and measured and paid at the rates provided for in the contract/ agreement as per terms and conditions of contract.
29. If during the course of the work, the Engineer-in charge of the works considers it necessary to issue any Railway materials in the interest of the Railway, i.e. to supply certain unforeseen material not readily available in the market, the contractor will be paid at labour and material rates and the cost of such materials will be recovered from the contractor at the book rate plus 20.37%.
30. If the contractor fails to return any unused materials, the cost thereof shall be recovered from him at the issue rates plus Railway freight, handling, loading, supervision and other incidental charges at rates, fixed by Railway. To this, it will be added as increase of 100%.
31. In case of the contractor employs more than 19 labourers at any station under this or any contract, he is required to obtain license from the concerned Assistant Regional Labour commission (Central) as per contract labour (Regulation & Abolition) Act. 1970 and rules framed there under any violation of this will make the contractor liable for action as per the aforesaid act and rules.

32. VARIATIONS IN EXTENT OF CONTRACT

The procedure as detailed below shall be adopted for dealing with variations in quantities during execution of works contracts- as per GCC April-2022:

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.

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.

- (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 agreement 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.

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

d. (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).

Decrease in quantities specified in contract. (as per MSOP-2018)

1. (a) The contract signing authority can decrease the items up to 25% of individual items without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage.

2. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of tender (both for increase as well as decrease of value of contract agreement) sanction of competent authority as per single tender should be obtained.

3. 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 result from such procedure.

33. 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.

(i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of 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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till __Month, ____Year."

The Contractor shall comply with the provisions of EPF & MP Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against

any claim, penalties, recoveries under the above Act and Rules. Contractors to get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway contractors. The first month's bill will be released only after code number is taken from the PF Office and a copy of coverage intimation produced. Subsequently for each month, bills will be released only on submission of challans & 12 A monthly return copy in proof of remittance of PF dues for previous month."



MODEL FORMAT FOR BANK GUARANTEE BOND

In consideration of the President of India (herein after called the Government) having exempt(hereinafter called the said Contractor(s))" from the agreed to exempt demand, under the terms and conditions of an Agreement dated.....made between and..... For (hereinafter called "the said Agreement"), of security deposit/Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. (Rupees _ only)

1. We, _____ (indicate the name of the bank) (hereinafter referred to as "the Bank) at the request of _____(contractor's) do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We _____ do hereby undertake to pay the amounts (indicate the name of bank) due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of bank) 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 or till **PFA, South coast Railway HQ, Visakhapatnam** certifies 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. Unless a demand or claim under this guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate the name of bank) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of 20 _____

For _____

(indicate the name of bank)



Consequent upon implementation of online e-BG verification facility through IPAS as Intimated by Railway Board vide RBA no. 26/2022 (letter no 2020/ACII/9/6/e, dt. 07. 04. 2022), the following Bank details are being advised for issuance of e-BG by Vendors/Contractors through SFMS mode.

1. Bank details for issuance of e-BG through SFMS

Account No	45206671029
Name of Account Holder	PFA, South coast Railway, Visakhapatnam
Bank Name	State Bank of India
Branch Name	Siripuram Junction
Address	Dutt island, Floor No.1, Siripuram Junction, Visakhapatnam – 530003
Account type	Physical Receipts
IFSC Code	SBIN0006846
Branch Code	006846
MICR	530002021

2. Bank details to be entered in SFMS for Online BG Verification through IPAS

IFSC Code	<u>SBIN000RAIL</u>
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

It may be ensured that both the Bank details are entered while issuing Bank Guarantee through SFMS by Vendors/ Contractors in favour of South Coast Railway. Bank details at sl. No. 1 are required for issuance of BG through SFMS while bank details at sl. No. 2 are required to be entered into SFMS at the time of BG preparation so as to facilitate its verification through IPAS.