



## **North Central Railway**

### **Traction Distribution, Jhansi Division**

#### **E- Tender Document for Works Contract**

**Name of work:** Provision of 10KVA AT supply in connection with Interlocking of LC Gates No. 373(ORC-BWR), 460 (BNDA-DWI), 45 (AAH-BIX) having TVU greater than 10,000 of Jhansi Division.

**Tender No.** JHS-TD-TENDER-2026-11

1	<b>Approximate cost of the work</b>	Rs. 13,59,834.78/-
2-	<b>Tender Closing Date &amp; Time</b>	As per NIT
3-	<b>Completion period:</b>	As per NIT
4-	<b>Earnest money / Bid Security</b>	As per NIT

**Issued by  
Sr. Divisional Electrical Engineer  
Traction Distribution  
Jhansi**



## उत्तर मध्य रेल कर्षण वितरण झॉसी मण्डल

### कार्य ठेका हेतु ई-निविदा प्रपत्र

कार्य का नाम – झॉसी मंडल में 10000 से अधिक टी0वी0यू0 वाले लेबिल क्रासिंग गेट संख्या 373 (ORC-BWR), 460 (BNDA-DWI) एवं 45 (AAH-BIX) के इण्टरलाकिंग के सम्बन्ध में 10 के0वी0ए0 ए0टी0 आपूर्ति का प्रावधान का कार्य।

निविदा संख्या – झॉसी-टी डी-टेन्डर-2026-11

- |                                   |                    |
|-----------------------------------|--------------------|
| 1. कार्य की अनुमानित लागत         | Rs. 13,59,834.78/- |
| 2. निविदा बंद करने की तिथि और समय | As per NIT         |
| 3. कार्य समापन अवधि               | As per NIT         |
| 4. बयाना राशि/बिड सिक्योरिटी      | As per NIT         |

जारीकर्ता  
वरिष्ठ मण्डल विद्युत अभियन्ता  
कर्षण वितरण  
उत्तर मध्य रेल, झॉसी

**PART I****Instructions to Tenderers (ITT)**

**1.0 Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

**1.01 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 Organisations, 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.

## **PART I-A**

1. The tenderer shall be governed by General Conditions of Contract, preamble and general instructions to tenderers and special conditions of contract. Wherever there is discordance between BOQ, Special condition of contract and technical specifications, the priority shall be in the order of BOQ of work, Special condition of contract and technical specifications. Bill of Quantities (BOQ) shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

2. The details of works:-

**(i) Provision of 10KVA AT supply in connection with Interlocking of LC Gates No. 373(ORC-BWR), 460 (BNDA-DWI), 45 (AAH-BIX) having TVU greater than 10,000 of Jhansi Division.**

(ii) Location for work will be provided by Sr.DEE/TRD/JHS office.

(iii) The details of works are as per explanatory note.

3. General Conditions of Contract of April 2022 or latest with all amendments shall be followed.

(i) In the tender document the extract of GCC has been reproduced at several locations for the guidance of Contractor. In case of any discrepancy in the tender document and GCC, the standard GCC-April 2022 with all amendments, issued upto the date of inviting of tender will be applicable. Contractor is instructed to go through GCC with all amendments slips available in the office of Sr.DEE/TRD. In case of any dispute in this regard the decision of Sr.DEE/TRD will be final and binding on the Contractor.

4. Tenderer shall submit the work completion report of the successfully completed work as a credential to fulfillment of technical minimum eligibility criteria. In absence of this tender will be summarily rejected. LOA or Agreement copy shall not be considered as a credential for technical minimum eligibility criteria.

5. Tenderers are advised to submit only relevant documents as required for the tender.

6. **Tenderer's Address:** The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by Registered post.

7. **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.

8. **Validity Period Of Offer:** The tenderers shall keep the offer open for a minimum period of 60 days from the date of opening of tender and being extended further if required by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his Bid Security. Tenderer (s) to keep his / their offer valid for the period of 60 days as specified in Annexure-I of this documents. Offer include rate quoted and any discount / rebate etc. for early finalization of tender shall be considered valid for the full period of validity i.e. 60 days.

9. **Period of Completion:-** The entire work is required to completed in all respects within 06 months from the date of issue of the acceptance letter of acceptance. Time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated time.

## TENDERS FOR WORKS

**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 endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**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 <b>all</b> 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.

**Note:- "Any DIPP certificate submitted along with the tender document for exemption of EMD should be valid on the date of opening of tender, else the tender offer will be summarily rejected"**

(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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be

responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bids).**
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \*\*\*\*\* Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

**Senior Divisional Electrical Engineer**  
**Traction Distribution**  
**North Central Railways**  
**Jhansi Division**  
**DRM Office Building, Near Railway Station,**  
**Jhansi - 284003**  
**Email ID:- srdeetdjhs123@gmail.com**
  - viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.



- ix. **The Bank Guarantee bond should be made in favour of Sr.DFM/NCR/JHS. If Bank Guarantee bond is not made in favour of Sr.DFM/NCR/JHS then bid will be summarily rejected.**

**6. Care in Submission of Tenders:**

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

Wrong/incorrect invoice s is sued 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 alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm/Joint Venture (JV) / Hindu Undivided Family (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.

## **CONSIDERATION OF TENDERS**

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

**7A. Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

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

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

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

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

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

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

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

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

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

**NORTH CENTRAL RAILWAY****TENDER FORM (First Sheet)****Tender No.** JHS-TD-TENDER-2026-11

**Name of Work:-** Provision of 10KVA AT supply in connection with Interlocking of LC Gates No. 373(ORC-BWR), 460 (BNDA-DWI), 45 (AAH-BIX) having TVU greater than 10,000 of Jhansi Division.

To  
The President of India  
Acting through the Sr. Divisional Electrical Engineer (TRD)  
North Central Railway,  
Jhansi,

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

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

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

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

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

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

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

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Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

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**TENDER FORM (Second Sheet)**

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

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

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

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

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

**5.** The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

**6. Bid Security:**

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to \_\_\_\_\_ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

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

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

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

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

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

#### **10. Eligibility Criteria:**

Minimum eligibility criteria have been defined in Clause No-10 of Tender form (Second Sheet) of GCC April-2022 for works applicable with all latest amendment slips (Part-II of Tender document). Contractor should submit the documents in support of minimum eligibility criteria as per clause Clause No-10 of Tender form (Second Sheet) of GCC April-2022 for works. As such tenderer is must to meet minimum

eligibility criteria as per Clause No-10 of Tender form (Second Sheet) of GCC April-2022 for works. Those bidders who do not meet minimum eligibility criteria their offer will be summarily rejected.

**10.1 Technical Eligibility Criteria: DELETED**

**10.2. Financial Eligibility Criteria: DELETED**

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

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

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

#### **11. Tenderer Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their 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 Compnay/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 a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto **two** years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto **two** years.

**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 \_\_\_\_\_, \_\_\_\_\_ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

**14. Documents to be Submitted Along with Tender**

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

**(a) Sole Proprietorship Firm:**

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

**(b) HUF:**

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

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

**(c) Partnership Firm:**

(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 favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) 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 favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) **Registered Society & Registered Trust:**

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) 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 favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of

Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

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

(a) Should a tenderer

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

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

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

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of 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.

## **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. Joint venture shall be applicable for the cost of work more than Rs. 10 Crore and all the evaluation/decision shall be done as per clause-17 (JOINT VENTURE (JV) IN WORKS TENDERS) of GCC April – 2022

## **18. Participation of Partnership Firms in works tenders:**

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

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

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

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

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

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. 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 favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (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 \_\_\_\_\_ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

(Signature)

(Designation)

Signature of Tenderer(s) \_\_\_\_\_ Railway Date \_\_\_\_\_  
Date \_\_\_\_\_



## PART II GENERAL OBLIGATIONS

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

**1. (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.

**1. (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).

**2. 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.

**3. 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.

**4. 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.

**5. 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) **Modified provision of this clause shall be applicable as per Advance Correction Slip No. 11 of Indian Railways Standard General Conditions of Contract, April-2022.**

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

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

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

- (iii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.

- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.  
*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

**6. 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.

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

**8. 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.

**9. 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.

**10. 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.

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

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

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

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

available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

**11.(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.

**11. (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.

**11.(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.

**11.(4) Performance Guarantee (As per clause 16.(4) Part-II of GCC)**

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 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

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

**Note:**

**In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh 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%

**12. Force Majeure Clause (As per Clause 17 Part-II of GCC):** 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.

**12.1 Extension of Time in Contracts (As per Clause 17A Part-II of GCC):** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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

**12.2 Extension of Time with Liquidated Damages (LD) for delay due to Contractor (As per Clause 17B Part-II of GCC):** 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.

**13.(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.

**13.(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.

**13.(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.

**13.(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.

**13.(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.

**14. 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.

**15. 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.

**16. 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.

**17. Provision of Efficient and Competent Staff at Work Sites by the Contractor (As per Clause 26 Part II of GCC):**

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

**17.2** 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.

**17.3** 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.

**17A. Deployment of Qualified Engineers at Work Sites by the Contractor (As per Clause 26A Part II of GCC):**

**17A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

**17A.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.

**17A.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'.

Note:- Contractor shall employ following qualified Engineers during execution of allotted work:

- (i) One qualified graduate Engineer when cost of work to be executed is Rs. 200 lakh and above, and
- (ii) One Qualified Diploma holder Engineer when cost of work to be executed is more than Rs 25 lakh, but less than Rs. 200 lakh.

Further, in case the contractor fails to employ the qualified Engineer, as aforesaid above, in terms of above Para, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in para (i) and (ii) above respectively.

**18.(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.

**18.(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.

**18.(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.

**18.(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.

**19.(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.

**19.(2) 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.

**19.(3) 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.

**20. 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.

## **VARIATIONS IN EXTENT OF CONTRACT**

**21. 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.

**21.(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.

21.(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).

**21.(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 therefor 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.

## **22. Price Variation Clause (PVC):**

**Applicability:** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores (As per Clause 46A of GCC-April 2022)**

## **LABOUR**

**23. 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.

**23-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 there under 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.

**24. Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under 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.

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

**24-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.

**24-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.

**24-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.

**24-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.

**24-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.

**24-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.

**24-C** (i) Contractor is to abide by the provisions of various labour laws in terms of 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](http://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."

**24-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.

**25. 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.

**26. 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.

**27. 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.



**28.(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.

**28.(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.

## **29. PAYMENT MODE:**

The payment to the contractor shall be made through EFT/ECS. Tenderer is required to submit information relating to bank account in **format enclosed as Annexure-Format-II**

## **30. PRECAUTION WHILE PLYING VEHICLES ADJACENT TO RUNNING TRACK**

(a) The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to play in railway land next to the running line. If for execution of certain works viz. earthwork for parallel railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the engineer in charge for permission giving the type & No of individual vehicles, names and license particulars of the drivers, location, duration & timings for such work/ movement. The engineer in charge or his authorised representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flagmen & supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:-

(a) The road vehicles will ply on between sunrise & sunset.

(b) Nominated vehicles & drivers will be utilized for work in the presence of at least one flagmen & one supervisor certified for such work.

(c) The vehicles shall ply 6 m clear of track. Any movement/ work at less than 6m and up to minimum 3.5 m clear of track center, shall be done only in the presence of railway employee authorized by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such railway employee shall be borne by the railway.

(d) The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment and new and also damages to Railway & its passengers.

(e) The contractor shall also be bound by the provisions of this agreement to ply the road vehicle only with adequate margin of safety, will clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any look out men or other personnel retained for the purpose of ensuring safety, and to

ensure extra care and vigilance while turning, reversing of moving the road vehicle track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that Railway may make in this regard.

(f) Any breach of these conditions by the contractor and /or his agents affecting the safety of movement of Trains, engines, of other rolling stock of the railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the contractor.

(g) In case of accidents, natural calamities, involving human lives, the contractor's vehicle and equipments can be drafted by railway administration. The contractor shall have no objection and shall provide assistance / help as per instruction of Engineer – in-charge.

30. (i) The Railway employee's relative will submit evidence of proper permission obtained by the employee from the administration, as per the relevant conduct rules, at the time of submission of tender. (SDGM ALD L.No. SIV-06/2015 dt. 20.04.2015).

(ii) The word 'Relative' needs to be replaced by 'family' with definition of family as defined in item no. 2 (c) of Railway Services (Conduct) Rules, 1966 – 'means of family'. (vide Dy. CVO/E- 1/NCR/ALD letter No. 2014120078/C/V4/G/AGC dt. 17.08.2015).

(iii) Proof of intimation to Railway authority regarding proposed quoting for the work by Railway employee family member needs to be enclosed with the offer. (vide Dy. CVO/E- 1/NCR/ALD letter No. 2014120078/C/V4/G/AGC dt. 17.08.2015).

## **SPECIAL CONDITIONS OF CONTRACT (PART-1)**

1. This Tender shall be governed by Preamble and General, Special conditions, Technical Specifications and Standard GCC-April 2022 with latest amendments.
2. If there is varying or conflicting provisions in the documents forming part of the contract. Sr.DEE/TRD/JHS shall be deciding authority with regard to the intentions of the provision and decision will be final and binding on the contractor.
3. Scheme of work - Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit the detailed time schedule for design, execution and various documents enumerated in tender papers to the purchaser.
4. 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.

### **5. Quality Assurance Programme in Supply and Erection**

a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research, Design and Standard Organisation/Central Organisation for Railway Electrification. It is essential that the manufacturer from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing of prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality steel shall be used. The contractor shall ensure that the Purchaser's prescribed Quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials/components and fittings/equipments required for the work.

b) Quality of Materials and Erection - All erection work carried out shall also be of the best quality acceptable to the Purchaser. The work shall be carried out as per latest RDSO specification/ CORE specifications as on the date of opening of tender even if mentioned otherwise elsewhere in the tender.

**5(i) Quality Assurance Materials –Materials-** All the equipments, materials, fittings and component will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. The materials will be inspected by the Purchaser or his representative either at the manufacturer work or at the Contractors' depot as per following procedure:

**i) Consignee Inspection-** Items with total value of order less than Rs 5.0 lakh shall normally be inspected by Consignee.

**ii) RITES Inspection-** Items with total value of order more than Rs 5.0 lakh shall normally be inspected by RITES.

**Note-** In cases, where due to any special reason, consignee inspection is proposed in cases of ordered value above Rs 5.0 lakh, the same should be done with the approval of the competent authority.

The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

The manufacturer of components such as fittings, mast etc. shall have embossing of the company's name/make & year as per the specification/drawing.

**5(ii) Erection** - All erection work will also be subjected to the quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.

**5(iii) Expenses of Purchaser' Representative** - All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilized in work or not.

**5(iv)** The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

## **SCOPE OF WORK AND SPECIAL CONDITION FOR THE TENDER (PART-2)**

- 1) Difficulties, doubt, or suggestion if any should be brought into the notice of Senior Divisional Electrical Engineer (Traction Distribution) Jhansi before submitting the tender.
- 2) The procedure and planning to carry out the work should be discussed with Senior Divisional Electrical Engineer (Traction Distribution) Jhansi and or his authorized representative.
- 3) The scope of work covered under this contract is **“Provision of 10KVA AT supply in connection with Interlocking of LC Gates No. 373(ORC-BWR), 460 (BNDA-DWI), 45 (AAH-BIX) having TVU greater than 10,000 of Jhansi Division”**. Details of scope of work for each item of schedule of work are given in the “explanatory notes of schedule of work”
- 4) Local conditions:
  - (i) It will be imperative on each tenderer to fully acquaint him with the entire local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Railway shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted.
  - (ii) 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 papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the Railways.
  - (iii) In the event of the intending tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard. The Railways will give such permission in writing but all the expenses in this regard will be borne by the tenderers.
  - (iv) The tenderer is advised to study the tender papers carefully, any submission of a bid by the tenderers shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his offer. Failure to adhere to anyone of these instructions may render his offer liable to be ignored without any references.
  - (v) The material to be supplied by Railways if any shall be transported from OHE depot to site by the Contractor at his own cost.
  - (vi) The contractor shall do all the works as no crop shall be damaged. No crop compensation will be given to the contractor for this work.
  - (vii) All the materials will be supplied to the consignee of the work and it shall be issued, time-to-time as per requirement, to the contractor for execution. Contractor has to submit the copy of challan of material purchased and or declaration that they have purchased these materials.
  - (viii) At the time of working necessary protection is to be taken by contractor for safety of moving Trains / Railway Track / Railway property / Railway staff / Passengers / Contractor’s staff etc. The contractor will be completely responsible for the safety of his labour, Railway track & Train traffic. Any loss of Railway property on Contractor account will be debited from his bills.
  - (ix) All the works are to be done in the presence of Railway representative. Work shall not be started by the contractor in absence of authorized Railway representative.
- 5) Generally deviations of contractor against the Railways specification & special conditions stipulated in the entire tender booklet are not acceptable. Therefore, tenderers are advised not to quote any deviation against the Railways conditions & specification stipulated in tender document. However, deviation if any should be evaluated in financial term and rate quoted accordingly i.e. deviations should be considered into rates

- 6) The work should be carried out in such a manner that there is no harm to Railways staff and equipment installed at site. The contractor will be responsible for any loss or damage caused by him or by his labour and recoveries for all such things, as decided by Senior Divisional Electrical Engineer (Traction Distribution) Jhansi, shall be made from contractor's payment/bills.
- 7) All the material should be purchased from the source approved by RDSO/CORE, Senior Divisional Electrical Engineer (Traction Distribution) Jhansi or his authorized representative. In case approved source is available, the material purchased from other source will not be accepted.
- 8) All the material supplied against this contract shall confirm to latest RDSO specification. The material for which RDSO specification is not available shall confirm to latest IS available.
- 9) The materials, to be supplied by contractor shall be inspected before supply/erection. If considered necessary, the material will be tested for its performance.
- 10) The material shall be inspected by Sr.DEE/TRD/JHS or his authorized representative before erection.
- 11) All the materials will be supplied to the representative authorized by Senior Divisional Electrical Engineer (Traction Distribution), North Central Railway Jhansi and it shall be issued, time-to-time as per requirement, to the contractor for execution. Contractor has to submit the copy of challan of material purchased and or declaration that they have purchased these materials.
- 12) Contractor has to arrange all tools, equipments and vehicles for their staff/labours.
- 13) Contractor shall provide sufficient trained staff for discharging and earthing of relevant section as directed by purchaser during power block. (Discharge rod shall be arranged by contractor).
- 14) All the contractor staff should wear the luminous jacket while working & necessary safety and other precautions shall be taken by Contractor during working in power block.
- 15) The work will be carried out under the supervision of Railways representative authorized by Senior Divisional Electrical Engineer (Traction Distribution) Jhansi time to time.
- 16) The work shall be executed at site according to latest IE Rules.
- 17) All released material shall be handed over by the contractor to the consignee in his depot. Contractor shall arrange his own transport for the purpose.
- 18) Payment will be made strictly as per actual /physical progress of the work. Income Tax and other taxes (GST) as per extent rule shall be deducted from the contractor's payment made by Railways.
- 19) Railways have full right to execute the entire or part of work departmentally in the interest of administration if found necessary in case of poor progress of work or otherwise. Recoveries will be made as per extent rules from Contractor's bill for the work that had to be done by the Railways.
- 20) The quantity of work as prescribed in the schedule of work may decrease/ increase and will be binding on the contractor.
- 21) Senior Divisional Electrical Engineer (Traction Distribution) Jhansi has the full right to accept/ reject any one or all the conditions of the tenderer/tenderers.

22) The contractor has to submit the credentials for the similar work along with the tender.

23) Planning of work/ preparation of man and materials: Contractor shall give in writing regarding their planning of work/ preparation of man and materials and readiness for execution of work before starting execution of the work and also discuss the same with Senior Divisional Electrical Engineer (Traction Distribution) Jhansi and /or consignee of the work.

24) The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer's representative in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven (7) days notice in writing to the contractor requiring him to make good the neglect or contravention complained and should the contractor fail to comply with requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part, out of the contractor's hands without any further reference and get the work or any part thereof as the case may be completed by other agencies at expense of the contractor without prejudice to any other right or remedy of the purchaser.

**25) Inspection & Rejection:** All works connected with this contract shall be done in accordance with the standard established methods of inspections and shall comply with relevant Indian Electricity Rules, ISI code, RDSO /CORE Specification and Standards.

**26) Consequence of Rejection:** The works which had been rejected by the inspecting officer of the Railway, the contractor shall replace such rejected equipments / assemblies of the work forthwith but in any event not later than a period of one week from the date of rejection. The contractor shall bear all the cost of such replacement including freight etc but without being entitled to any extra time on this account.

27) At the time of filling the rates, tenderer must ensure that rate quoted is inclusive of freight, insurance & all taxes and duties. Freight, Taxes and duties quoted separately will not be taken in account for the purposes of evaluation of total contract value and in such cases only rates quoted in the schedule of work shall be taken in account for the purpose of evaluation of total contract value and shall be final and binding on the contractor and no any taxes/ duties or freight or insurance charges will be paid separately. Also Tenderer should note that rate offered by them should include all expenses/cost considering all their condition /circumstances expected to be arising during the course of execution and no any condition should be quoted by them in the tender. Any condition should be quoted by them shall not be considered and contract shall be final as per rate offered by them and that shall be final and binding.

**28) Declaration regarding Blacklist/debarred:-** Submission of necessary certificate/declaration regarding not blacklisted/debarred as applicable for respective type of bidding firm, as mentioned under clause 14 of TENDER FORM (Second Sheet) of Part-I of GCC April 2022. Non-submission of required certificate/declaration regarding not blacklisted/debarred as applicable for respective type of bidding firm in compliance, shall lead to summarily rejection of the offer.

29) Tenderer must read clause 16 of Tender Form (Second Sheet) of Part-I of Standard General Conditions of Contract, April-2022 regarding employment/partnership etc. of retired railway employee. He must upload the statement/declaration and/or permission as required according to the aforesaid clause. Format for declaration in this regard is given in tender document as **Annexure-C**. Non-submission of required documents/declaration in compliance, shall lead to summarily rejection of the offer.

30) Whenever a Railway employee's family proposes to take up a contract work in Railway, he should

submit evidence of proper permission being obtained by the employee from the Railway authority as per the relevant conduct Rules, at the time of submission of offer by him. The definition of family will be as defined in item NO.2 (c) of Railway Services (Conduct) Rules, 1966- means of family. After opening of the bid, if it is found that proprietor/partner/ director of the firm/company is Railway employee's family and they participated in the tender without enclosing the evidence of proper permission regarding proposed quoting for the work then offer of such tenderer will summarily be rejected.

31) The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender and power of attorney given by the partners/board of directors to the person authorized to sign and submit the tender, to sign the agreement or other papers with the Railway for this work and to receive the payment etc.

32) The tenderer has to submit the following documents along with tender:-

- a) List of personnel available on hand and proposed to be engaged for the subject work.
- b) List of tools plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- c) The Tenderer should submit the details of all similar works done in the past. The Tenderer should submit the attested copies of the certificates obtained from the agencies wherever the works have completed successfully. These certificates should indicate the details of installation and successful commissioning of the similar type of equipments executed by the Tenderer.
- d) The Tenderer should submit, along with offer list of work in hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award of work.

Note:

- i) In case of item (c) and (d) above, supportive documents/ certificate from the organization with whom they worked/ are working should be enclosed.
- ii) Certificate from private individuals for whom such works is executed/ being executed shall not be accepted.

### **33) Terms of Payment:**

Payment condition:- Running payment may be released subject to the satisfactory physical progress of the work at site. All Taxes will be deducted from the payment by the Railway as per extent rule. This being a work contract, rates should be inclusive of all tax/surcharge liabilities. Payment of work will be made through EFT/ECS/LC as accepted by the Railway. The rates shall remain unchanged throughout the contract period. No octroi is payable. However, a certificate may be issued to the effect that material is for Railway use.

a) Payment of on account bill for the tendered work will be arranged by the Sr. Divisional Electrical Engineer, Traction Distribution, North Central Railway, Jhansi in charge of the work through the associate accounts officer.

(i) 80% of the item price (Accepted cost of Material) on receipt of material in Railway custody after successful inspection and due certification by consignee/RITES

(ii) Further payment of material and erection cost to cover 90% of the contract price on successful completion of inspection and due certification of installation and testing of all material including equipment by Railway representative.

(iii) Balance 10% payment shall be released after successful completion of work and certifications by Railway representative.

b) Wherever the Central / State Government makes it obligatory for the Railway to deduct any amount towards any tax the same will be deducted in addition to the income tax from Contractor's bills and remitted to the concerned authority.



c) The bill shall be processed for payment only after fulfilling all terms and conditions of the contract. Income tax & GST etc. shall be deducted from the bills of the contractor, as applicable. If contractor fails to render the required service against any item during the contract period, deduction will be made from his bills.

34) Penalty, for delay in execution of work beyond the completion period will be levied and recovered from the payment due to the contractor as per the condition mentioned in Para 17-B of General condition of contract (GCC), April 2022 or latest except when the extension in completion period is granted by Railway for genuine reasons to be given in writing by the contractor as per the condition mentioned in Para 17-A of General condition of contract (GCC), April 2022 or latest. Such an extension should be obtained before expiry of period of completion. If the progress of work is not considered satisfactory by Railway Contract may be terminated with forfeiture of security deposit.

35) Progress of work: Contractor shall submit, in writing, the progress of work executed by them to the Senior Divisional Electrical Engineer (Traction Distribution) Jhansi on monthly basis.

36) Safety of contractor's labour/workers lies upon the contractor. Railway will not be responsible for any accident or casualty or harm to the contractors labour/ workers.

37) **Guarantee period:** The contractor shall bear guarantee for whole work executed by them (including material supplied by them) for the period of **12 months from the date of completion of work and acceptance of the same by the Railway**. The contractor, immediately, free of charge, shall attend any defects, deficiencies, rectification or repairs or replacement required during the period of guarantee. All the to & fro transportation charges loading & unloading of material will be borne by the contractor during the guarantee period.

38) **Accountal of Railway materials:** If any material other than those specified is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery will be made from Contractor's bills at the book rate or the last purchase rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges whichever is higher, freight between the Purchaser's source of supply and the contractor's depot or Rail head shall be to the Contractor's account. If, however, the material required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same, be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

If the contractor is short of materials and such materials are available in the Purchasers stock, the material may be supplied by the Purchaser on loan to the contractor, at the contractors request in order to prevent any possible delay in the execution of the work likely to occur due to the Contractors inability to make adequate arrangement for supply and contractor will return these materials on receipt of his supplies or within six months whichever is earlier. Contractor or his authorized representative in supervisory category declared by contractor shall receive the material issued by the purchaser to the contractor. The purchaser based on schedule of rates would compute the value of the loan material and equivalent amount would be withheld from the subsequent payments due to the contractor. If the material forms a part of the schedule item, payment against complete schedule item including erection will be withheld from the subsequent payment due. If the loaned material is returned within six months or earlier, the withheld amount would be released.

In case the contractor fails to return the material within the stipulated six months period from the date of loaning of material, the material loaned earlier would be treated as "sold". The recoveries of the value of

the sold material will be made from contractors bill at the (i) Last purchase rate of TRD/JHS or current market rate whichever is higher plus 5% on account of initial “freight” plus 2% on account of “incidental charges” together with supervision charges at rate 12.5% of the total cost (i.e. prime cost (cost of material), freight and incidental charges) or (ii) schedule rate whichever is higher. Freight between the Purchasers source of supply and the contractors depot or Rail head shall be to the contractors account. If, however, the material required by the contractor is not available in Purchasers stock or the purchaser decides not to supply the same be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

### **39) Power block/power and traffic block:**

(i) The power block /power and traffic block, for execution of this work, if required will be provided by Railway free of cost, on written request of contractor. Contractor shall at least well in advance, submit in writing , their demand of power block/power and traffic block to the Senior Electrical Engineer (Traction Distribution) Jhansi and consignee of the work, mentioning the date, duration and purpose.

(ii) Normally Daily Power Block of adequate Hrs/day/gang/depot for work shall be arranged in the concerned TRD depots jurisdiction and as per plan submitted, Contractor shall complete the work accordingly within stipulated Power/Traffic Block. However the availability of Power Block may vary as per train movement/traffic conditions on day to day basis. For adhering to target date of completion, the contractor may have to work during night time under power block for which the contractor is not entitled for any additional payments of the price schedule.

**(iii) Power/Traffic Block will not be allowed to be bursted by Contractor gang in any circumstances. In case power block has been bursted by the Contractor, penalty @ Rs. 10000/- shall be levied for every 30 minutes or part thereof for each such instance.**

### **40) SAFETY MEASURES**

(a) The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises and under power block, but shall then conform to the rules and regulations of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the Contractor due to running traffic while working in the Railway siding and premises, the Contractor shall provide necessary protection i.e. Flagmen, Flag, Safety Jacket (Luminous), Safety Helmet, Safety Belt, Dress Code (as decided by Railway) etc. required in block working. Competency for the above shall, however, be given by the Railway authorities. The Purchaser shall remain indemnified by the Contractor in the event of any accident occurring in the normal course of work, arising out of the failure of Contractor or his men to exercise reasonable precaution at all places of work. 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.

(b) (i) Blasting of rock for foundation work shall be done only after due notice is given to the Purchaser and time/s and date/s for blasting operations agreed to by the Purchaser. Blasting, if required to be done in the vicinity of the track, shall not be undertaken until the Purchaser's flagmen on duty take necessary steps to protect trains and the track is adequately protected by the Contractor against damage by blasted rock. The Contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks. He flagmen for protection of trains and the Track in such cases will be appointed by the purchaser and no expenses on this

account will be charged from the contractor.

(ii) 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

(c) During stringing operations every care shall be taken to prevent conductors hanging low over tracks on which traffic block has not been given. All conductors shall be pulled out before traffic block is cleared so that such conductors do not infringe with moving traffic.

(d) Ladder trolleys shall be used with caution. They shall not be put on tracks until the flagmen are on duty to protect the trolleys and the Purchaser's representative authorizes in writing for the trolleys to be put on the tracks. Ladder trolleys shall be promptly removed on instructions from the Purchaser's representative and well in advance of trains. No claims shall rest on the Purchaser in the event of a ladder trolley being run over by train. The flagmen for the above job will be provided by the contractor.

Competency for the above shall, however, be given by the Railway authority. Protection of track by banner flags shall be done in accordance with General Rules of Indian Railways and Subsidiary Rules of the concerned zonal Railway where work is being carried out. Flagmen so deployed by the contractor shall be medically fit for A/3 category (as per Indian Rly. Medical Manual); examination and certification of which shall be given by Railway Doctor. Such medical examination from Rly Doctors shall be arranged by Rly authority; prescribed fee for which shall be borne by the contractor.

(e) The Contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agents or Sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.

(f) While working within station limits, especially on passenger platforms, the Contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover and/or barricade the excavations carried out in such areas and continue to maintain these till the work is completed, with a view to avoid any accident to public or to Railway staff.

(g) The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway in such a way that they do not hinder Railway Operation or affect the proper functioning or damage any Railway equipment, structure or rolling stock except as agreed to by the Purchaser, provided that all damage and disfiguration caused by the Contractor to any Railway property must be made good by the Contractor or at his own cost failing which cost of such repairs shall be recovered from the Contractor.

(h) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the Contractor, the Contractor shall take immediate steps to restore normal conditions. In case of delay, the Purchaser shall, after giving due notice to the Contractor in writing, take necessary steps and recover the costs from the Contractor.

(i) Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor's staff must comply fully with the Railway regulations given to him by the authorized Railway staff. The Contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the Purchaser who will take all necessary steps in this regard.

- (j) The Contractor shall be responsible for safe custody of all equipments till provisional acceptance.
- (k) The Contractor shall ensure that unauthorized, careless or inadvertent operation of switchgear, which may result in accident to staff and/or damage to equipment, does not occur.
- (l) The Contractor shall abide by all instructions issued by the Purchaser from time to time in connection with protection/safety of track/Railway installations/personnel as well as quality control. The Contractor should not leave the excavated pits unfilled overnight. Due to any reason if it becomes necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the Purchaser's representative.
- (m) In case of failure to adhere to above provisions or if unsafe practices/safety violation by contractor/his staff are noticed at the site of work, the contractor shall be levied with a penalty of Rs. 20,000/-for the 1<sup>st</sup> incident, Rs.50,000/-for the 2<sup>nd</sup> incident and Rs.1,00,000/- for subsequent such incident. Repeated safety violations shall become a valid ground for initiating the contract termination proceedings under clause – 62 of GCC-2022.
- (n) In the event of any unsafe condition arising at the site of work warranting speed restrictions to be imposed at the site, such work (including any disturbance caused to assets/works of other agencies by the Contractor/his staff executing the work) shall be attended by the Railway immediately, simultaneously giving due information to the contractor. A departmental inquiry will be held and in case it is found that contractor is not properly executing/completing the work or leaving it unsafe at the end of day's work, warranting speed restrictions to be imposed, the labour cost of the work so attended, shall be recovered from the contractor. The supervision charges @ 12.5% of the work and train detention charges @ Rs. 5000/- for every half hour of delay or part thereof, shall also be recovered.
- (o) Any incident involving (i) hitting of contractor's machinery/tools & plants/trolley/ motor vehicle or (ii) hitting of any part of work executed/structure erected arising out of defective/unsafe execution of work(s) with the Railway's rolling stock/departmental vehicle moving on the Railway track(s), shall be treated as violation of safety on the work site and a minimum penalty imposed for each of such incident shall be Rs. 1,00,000/-. The amount of penalty imposed in such cases, as decided by the purchaser, shall be final and binding on the contractor. This penalty will be as per whole discretion of Sr.DEE/TRD/JHS
- (p) In case of any damage to OFC/Cable occurred due to fault of the contractor, a flat penalty of Rs. 1,00,000/- will be imposed.

## **EXPLANATORY NOTES OF SCHEDULE OF RATES- SCHEDULE OF PRICES**

### **SECTION 1 – GENERAL**

1. Explanatory notes for various items of work in IREPS Schedule are given below:
2. The basic quantities of components and materials required to make up a unit of work for selected items are indicated for guidance only. There may be minor variation to suit erection but no adjustment in prices of IREPS Schedule shall be made on that account. In estimating the prices for various items of work provision for loss and wastage in transit and erection should be provided for over and above the basic quantities of components and materials required to make up a unit work, indicated herein, except where otherwise specified for materials supplied by the purchaser.
3. In the explanatory notes given in this Chapter, the term 'Small Parts Steel work' is meant to cover fabricated steel work made from rolled steel sections, complete with bolts and nuts and washers where required for fastening the small parts steel work to any structural member. The term "attachment" wherever used is intended to cover castings, forging, machined or welded components or fittings, which are attached directly to a structural member, or mounted on small parts steel work and shall include bolts and nuts for fastening the attachment to the structural member or small parts steel work.
4. In the explanatory notes given in this Chapter, the term "bimetallic connection" is meant to cover any connection between a copper conductor and an aluminum conductor. The clamps used for such connections shall be made up of a suitable aluminum alloy or copper alloy and the copper/aluminum conductor shall be wrapped with a bimetallic (aluminum copper) strip to prevent direct contact between aluminum and copper.
5. Special notes for measurements are included in this chapter under various items, where necessary.
6. **Reconciliation of materials supplied by the purchaser.**
  - a) The following procedure shall be adopted for the final reconciliation of the various equipments, materials fittings and conductors supplied by the purchaser.
  - b) All the materials supplied by the purchaser shall be correctly accounted for and quantities reconciled on completion of the work by the Contractor. On completion of work, all surplus materials supplied by the Purchaser together with the ones found defective or that have become defective or broken on account of defective materials and/or workmanship shall be returned to purchaser by the Contractor.
  - c) Steel - Cost of rolled steel masts, gantry masts, fabricated steel work damaged or not accounted for, will be recovered at rates specified in note at the end of this para.
  - d) **Wires and conductors** - The purchaser will supply to the contractor all wires and conductors required for the work based on unit quantities, inclusive of erection allowances in accordance with the lengths of finished wires and conductors for new items of work. Out of the quantity as calculated above, the contractors shall return to the purchaser wires and conductors in longest possible bits or in the form of scrap as calculated on the basis of final quantities of item of work of schedule and the quantities specified. The total length of finished wires and conductors deemed to have been erected will be the difference viz as

calculated on the basis of the final quantities of IREPS schedule and the bare unit length specified with the lengths of finished wire and conductors for new items of work.

Notwithstanding the above, it is general condition that the contractor shall return to the purchaser all wires and conductors which have been supplied to him but not utilized on works. Should the contractor be unable to do so, the purchaser shall be entitled to recover the cost of such wires and conductors as specified in note at the end of para 6(e). For the purpose of reconciliation the length of wire or conductors deemed to have been supplied by purchaser to contractor will be the length stenciled on the drum and the length deemed to have been returned by the contractor will be the actual length of cut pieces and/or the length calculated on the basis of the actual weight of cut pieces scrap and liner density specified.

**e) Other equipments, fittings and components** - The purchaser will supply the requirement of the various other equipment's, components or fittings if required. If there are any shortages during final reconciliation, their cost will be recovered by the purchaser from the contractor at the prices inclusive of all charges as specified in Note below:-

Note (i) If there are any shortage during final reconciliation, their cost will be recovered by the purchaser from the contractor at the book rate or the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges @ 12.5% of the total cost inclusive of material freight and incidental charges. Freight between the purchaser's source of supply and the contractor's depot shall be on the Contractor's account.

(ii) No recovery/reconciliation shall however, be made as per the preceding paras if the items stated under clause 6 are made contractor supply by including the respective optional items in the contract.

## **7. Released Material**

The contractor shall return to the purchaser all the released OHE material from the existing system at the first available opportunity but not later than a week at the purchaser's store. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

## **SECTION 2 – PARTICULAR (Schedule 1- Provision of 10 KVA AT Supply)**

### **Item no 1: - Concrete for Foundation and Plinth including Grouting of Mast and Muff**

The price shall cover excavation, supply and handling of all material and accessories, temporary arrangements for excavation in other than hard soil and concrete/masonry drains/walls requiring use of chisel and hammer or requiring blasting. Shoring where necessary, casting concrete including frame work where necessary, tamping of concrete, grouting of masts and finishing the top of concrete foundation or anchor blocks. The price also includes dismantling of all concerted temporary arrangements, back filling with earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm. and removal of excavated soil from site to a dumping place as agreeable to purchaser. The price shall include the cost of cement.

#### **NOTE FOR ITEM:- 1.**

- i) The prices under item 1 shall be same for any shape or size of concrete blocks. In calculating the individual volume of concrete, fraction of a cubic meter beyond the third decimal shall be rounded off to the next nearest third decimal.
- ii) The prices under Item 1 shall apply for concreting of all foundations for mast, gantries portals and anchor blocks for guy rods and fencing uprights.
- iii) For the purposes of computation of volume of concrete under item 1 the volume of steel work embedded in the foundation block and muff if any shall be ignored.
- iv) Cost of all concrete will be paid for only under item 1
- v) For the purposes of computation of volume of concrete, under item 1, the volume of concrete shall include the volume of sand and bitumen in sand cored foundation. However, for the purpose of computation, of quantity of cement utilized in sand core foundations, the volume of the sand and bitumen used in core hole should be deducted from the total volume of the foundation.)
- vi) For purposes of computation of volume of concrete the volume of each muff for all masts shall be taken as 0.02 cu mtrs except for masts with balance weights and for each column of portal, each head span mast, 2 or 3 track cantilever masts, and special fabricated masts for which the volume of muff shall be taken as 0.08 cum irrespective of the size and shape of muff on a flat basis.
- vii) The prices under item 1 shall also include the cost of concrete cable trenches and trench covers at the switching stations as well as embodiment of drain pipes, where required.

The prices under item 1 shall also cover the cost of diversion of masonry/earth drain wherever necessary for casting of foundations.

**NOTE:** Nominal reinforcement will be necessary in black cotton soil foundations. Such nominally reinforced foundations in black cotton soil will be payable under item 1

The steel for nominal reinforcement will be arranged by the Contractor and the concrete mixture, in such a case shall be as for normal foundations 1:2:4

**Concrete:-** Concrete for foundations shall be nominal mix of grade M.10 obtained by mixing cement, coarse aggregate, fine aggregate and water in accordance with proportions given vide Table 3 of IS:456, 1978 or latest. For grouting, muffing, embedding of structures in foundations and for cable trenches at switching stations, nominal mix concrete M.15 obtained by mixing materials in proportions as indicated in Table - 3 of IS:456 - 1978 or latest shall be used, volume batching may be adopted vide clause 9.2.2 of IS:456 – 1978 or latest.

In judging the acceptability of the materials, quality of concrete and the method of work, the

Purchaser will generally observe the provisions of the "Indian Standard Code of Practice for Plain and Reinforced. Concrete, IS 456-1978 or latest. The crushing strength of concrete shall not be less than the limits given below: -

**Crushing strength of 15 cm cubes by works test.**

SN	Concrete	At 7 days age	At 28 days age
a	M-10	70 Kg cm <sup>2</sup>	100 Kg/cm <sup>2</sup>
c	M-15	100 Kg cm <sup>2</sup>	150 Kg/cm <sup>2</sup>

Note:-

a) Test specimens of works tests shall be taken at the site of work for mixtures of concrete ready for pouring into the foundation hole. All tests shall be carried out in accordance with IS: 516-1959 or its latest version. The sample of concrete from which test specimens are made shall be representative of the entire batch. One Sample will be taken for each 50 cum or part thereof.

(b) Age is reckoned from the day of casting.

(c) The Cube Test of the concrete shall be done at NABL certified Lab by the contractor itself and no extra payment shall be incurred by the Railway.

**Item no 2:- Supply and Erection of fabricated & galvanized steel work (Traction Mast (T-150)) including SPS as per RDSO Spec.**

The price shall cover the cost of supply and manually erection, alignment and setting before grouting of individual mast fabricated including SPS. Price shall also cover for loading, transportation and unloading of AT mast & SPS at site.

Note: For the purpose of payment, the weight of individual traction mast shall be determined for each type on the basis of the payable weights per mtr. For special type the purchaser will indicate the payable weight per mtr. Length at the time of approval of designs. Weight of SPS as per actual.

**Item No 3:- Supply and erection of solid core (9-Tone) suspension insulator assembly including suspension clamp double strap and suspension devise with nut bolt and washer**

The price shall cover for supply and erection of solid core (9-Tone) suspension insulator assembly including 9-Tonne suspension insulator, suspension clamp, double strap and suspension devise with nut bolt and washer. Price shall also cover for erection of solid core (9 Tonne) suspension insulators along with all fittings.

**Item no 4:- Supply and erection complete set of Copper Jumper of 50 Sq.mm. and hard drawn copper wire of 7 mm dia with terminal lugs**

The price shall cover supply and erection of copper jumper with all components and fittings required for providing a flexible copper jumper connection (50 Sq.mm.) between OHE and AT terminal including two parallel clamp, bimetallic copper alloy strips, wherever required and terminal or clamps at either end.

The price shall also cover the erection of the complete set of a copper jumper assembly including jumper wire, jumper connections in any combination between LT transformers and drop out switch by means of hard drawn copper conductor of 7 mm dia.

**Item no 5:- Supply and erection of 25 KV drop out fuse switch assembly complete with fuse career and fuse element.**

The price shall cover supply and erection of 25 KV drop out fuse switch assembly complete with



insulators, fuse, fuse wire, mounting accessories and terminal connections as required. The price shall not include the cost of SPS work, which shall be paid separately in item no. 02 of “schedule of work”.

**Item no 6:- Supply, erection, testing and commissioning of 10 KVA LT supply transformer 25 KV/240 V AC single phase complete with all accessories as per RDSO’s drawing Spec.**

The price shall cover supply, erection, testing and commissioning of 25 KV/240V 10 KVA LT supply transformer complete with all standard fitting, transformer oil, terminal connections on a mast. The LT supply transformer shall conform to latest RDSO specification. The price shall also cover oil filtration (if required) and pre commissioning tests as approved by the railways. The contractor shall make his own arrangement for oil filtration equipments, as well as power supply required for the same. All necessary tools, equipments, instruments required for carrying out oil filtration/ checks/tests and commissioning shall be arranged by the contractor.

**Item no 7:- Supply and erection of anti climbing device on AT mast as per RDSO’s drawing No.ETI/PSI/037.**

The price shall cover supply and erection of an anti-climbing device consisting of barbed wire, galvanized steel fixtures mounted on the masts below the transformer as per RDSO’s drawing No.ETI/PSI/037.

**Item no 8:- Supply and erection of structure bond of MS flat size 40x6 mm with nut bolt and washer complete as per RDSO drawing No. ETI/OHE/P/7000 including drilling holes in rail.**

The price shall cover supply of all materials including 40 x 6mm mild steel flat conforming to IS-3975., painted with two coats of red oxide zinc chromate primer and finished with two coats of bitumen required to provide a structure bond connecting a traction mast or structures to the nearest non track circuited rail or earth electrode, including all fasteners at both ends. The price shall include the shaping and drilling of the bonds and erection of all materials including the bonds. The price shall also include provision of a heat shrinkable PVC tube for structure bond (under track – circuited rail). This would also cover connections of earthing terminals of equipments like LT transformer with structures and then to rails as per RDSO drg no ETI/OHE/G/7000/ Mod/”E” or latest.

**Item no 9:- Supply and erection of copper strip size 25 mm x 3 mm for AT’s LV terminal earthing.**

The price shall cover supply and erection of 25 mm x 3 mm copper strip for LV terminal earthing with nut, bolt and washer.

**Item no 10:- Laying of cable in trench/Hume pipe /GI pipe /on ground/fixing on the wall (cost of cable trench hume pipe, GI pipe and excavation /refilling is not included)**

The price shall cover the proper laying of cable in cable trench/Hume pipe /GI pipe/on ground and fixing on the wall and proper connection at both ends with necessary terminal lugs etc. as per IS 1255. The price shall also cover laying of DWC pipe. The price shall not include the cost of excavation and refilling of cable trench, GI pipe , Hume pipe, bricks, sand etc. which shall be paid separately under relevant items.

**Item no 11:- Excavation of 750 mm deep, 400 mm wide cable trench in all type of soil and refilling this includes covering of cable already laid in trench by loose soil for a layer of about 150 mm thick before covering by brick & refilling as per relevant drawing.**

The price shall cover excavation of 750 mm deep 400 mm wide cable trench in all type of soil and refilling the same as per relevant drawing. The price shall also include supply, transportation and laying of sand and bricks in the cable trench as per IS spec or latest relevant drawing.

**Item no 12:- Supply and fixing of 50 mm dia GI Pipe class ‘B’ on AT cable with clamps.**

The price shall cover supply and fixing of GI pipe ‘B’ class with sufficient clamps, nut, bolts etc on AT mast and on wall of brick/stone masonry in gate lodge. Both the ends of the pipe shall be packed by providing wooden packing to make vermin proof.

**Item no 13:- Supply and erection of earthing station as per RDSO Drg. No. ETI/PSI/708 including 50 x 6mm MS earth strip between earth pit and AT mast with fasteners at both ends.**

The price shall cover supply and erection of an earthing station as per RDSO Drg. No. **ETI/PSI/708** with a 4 meter electrodes as per RDSO specification/ACTM, complete with protective concrete box and lugs suitable for directly connecting and three mild steel flats conforming to IS 3975, of minimum size 50x6 mm. The price shall also include supply and filling of the chemical/other compound, if required, for improvement of earth resistance value.

**Item no 14:- Supply and erection of LV terminal box suitable for termination of 70 Sq. mm XLPE cable.**

The price shall cover supply and erection 240 V, LV terminal box on AT mast (T-150) suitable for termination of 70 sq mm XLPE cable as per latest RDSO/IS specs. The material used for LV box shall be of good quality and of reputed make.

**Item no 15:- Preparation of design and drawings.**

The price shall cover preparation & supply of all Drawings and designs required for cable route layout to be finalized by the contractor with the approval of Sr.DEE/TRD/Jhansi. Price shall also cover for supply of soft copies of approved cable route plan. Contractor shall supply three hard copies of all drawing including completion drawing and also a soft copy.

**Item no 16:- Supply and erection of Caution board.**

The price shall cover supply and erection of retro-reflective type caution boards and number plates as per latest RDSO specifications and drawings or as prescribed by the Railway with required fixing clamp, nut and bolt etc.

**Item no 17:- Supply and erection of cable marker.**

The price shall cover supply and erection of cast iron cable markers as per the latest standards and approved drawings.

**Item No-18:- Horizontal boring under Railway track/road etc**

The price shall cover Horizontal boring under Railway track/road etc for laying 120 mm dia DWC pipes at the depth of 1.4 mtrs to 2.1 mtr from formation level (level of earth below ballast) as per drawing and directed by engineer in-charge by trenchless technology and excluding the cost of DWC pipe.

**Item No-19:- Supply of DWC pipe.**

The price shall cover Supply of DWC pipe as per RDSO Specification No. RDSO/SPN/204/2011 or latest. Price shall also cover for loading, transportation to site and unloading at site.

**Item no 20:- Supply, erection, testing and commissioning of 60 AMP/240 V, auto- change over switch (automatic changeover panel) for UP & DN AT supply**

The price shall cover supply, erection, testing and commissioning of 60 AMP/240 V, auto-change over switch for UP & DN AT supply with all fittings. Auto-change over switch shall confirm to latest RDSO specification no. TI/SPC/PSI/0020 with A&C (slip no. 1) or latest from suppliers approved by RDSO/CORE/Railway.

**Note:- The price is inclusive of handling, leading, loading and transportation of all type of material for execution of subjected work. No extra cost for transportation of material from the site of work to the depot stores or vice-versa will be paid. All released materials shall be submitted by contractor at nearest depot through their own transportation.**

## 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:**

\_\_\_\_\_  
\_\_\_\_\_

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

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

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

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

I/We.....(Name), attomey/authorized signatory of the.....  
(constituent firm/constituent partner) and member/partner of the..... (tenderering 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:

**MANDATE FORM FOR EFT/NEFT****1. Particulars of the Party**

i) Name:- \_\_\_\_\_

ii) Address: \_\_\_\_\_  
\_\_\_\_\_

iii) Phone No.:- \_\_\_\_\_ Mobile No. \_\_\_\_\_ Fax No:- \_\_\_\_\_

iv) PAN No. \_\_\_\_\_

v) E-Mail ID \_\_\_\_\_

vi) GSTIN \_\_\_\_\_

**2. Particulars of Bank Account**

i) City : \_\_\_\_\_

ii) Bank Name: \_\_\_\_\_

iii) Branch: \_\_\_\_\_

iv) Bank Address: \_\_\_\_\_

v) Bank IFSC code: \_\_\_\_\_

vi) Bank Account No. \_\_\_\_\_

(Please enclose a cancelled blank cheque)

vii) Account type :- ( Saving/Current/Cash Credit/Overdraft) \_\_\_\_\_

**3. DECLARATION BY THE PARTY-**

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e. Sr.DFM/North Central Railway will not be held responsible.

Date \_\_\_\_\_

Signature of the party with stamp

**(Bid Security)**

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

**Name of the Bank: -----**

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

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

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

**AND**

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

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



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

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

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

Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

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

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

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

**Please Note: The Bank Guarantee bond should be made in favour of Sr.DFM/NCR/JHS. If Bank Guarantee bond is not made in favour of Sr.DFM/NCR/JHS then bid will be summarily rejected.**

**STANDING INDEMNITY BOND FOR ON ACCOUNT PAYMENTS****(on requisite Stamp value)**

We, M/s \_\_\_\_\_ hereby undertake that we held at our stores depots at \_\_\_\_\_ for and on behalf of the President of India acting in the premises through the Sr.DEE/TRD/N.C.Railway, Jhansi. \_\_\_\_\_ Railway \_\_\_\_\_ hereinafter referred to as "the Purchaser") all materials for which 'On Account' payments have been made to us against the contract for \_\_\_\_\_ on the section/s \_\_\_\_\_ of \_\_\_\_\_ Railways also referred to as vide letter no. of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ and materials handed over to us by the Purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him. We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage, or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Sr. Divisional Electrical Engineer/TRD incharge of the N. C. Railway, Jhansi or his successor (Whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule to the Contract (As applicable ) and in respect of other materials as indicated in Explanatory Notes of Schedule of Rates-Schedule of Prices and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

(For and on behalf of)

M/S \_\_\_\_\_ (Contractor)

Signature of Witness:

Name of witness IN BLOCK LETTERS

ADDRESS

## **Letter of Credit**

Railway Board has issued letter for inclusion of “ Letter of Credit” as Mode of payment in Works Tenders or Service Tender vide letter No. 2019/CE1/CT/9 dt 04.06.2019

1. All works tenders or service tenders invited by Railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, shall include in tender conditions, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement.

2. As such, following special conditions shall be included in the works tenders or service tenders to be invited henceforth:

(ii) 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.

(iii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement system-the e-application on which tender or 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.

(iv) The option so exercised, shall be an integral part of the bidder's offer.

(v) 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

(vi) 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 there of shall be borne by the contractor. (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2019-19. SBI branches where the respective Railway Accounts office has its Account (Local SBI Branch) will be 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 there of 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 there after shall be finalised 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 the 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 the agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by railways on this accounts shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provided this Railways. Will issue a document of authorisation (formal enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorised amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the document of authorisation.

- (h) The document of authorisation, shall be issued by Railway accounts office against each bill passed by Railways.
- (i) On issuance of document of authorisation, a copy of document of authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of document of authorisation 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 authorisation 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 authorisation, 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 of the Railway's bank (Local SBI branch).
- (m) Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed document of authorisation received from Railway accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's accounts.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

Request letter from Executive branch to Accounts office for opening of LC

Office of..... Railway  
 No.....  
 Date.....

The PFA/Sr.DFM/Dy.FA  
 HQ/Division/Workshop/Cost

Sub: Opening of LC

Ref: Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above referred Order/Agreement in favour of ..... the details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (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 month (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 supplier/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)

**DOCUMENT OF AUTHORIZATION**

Reference: (i) Works Contract/Supply Contract No. ....Dated.....

(ii) Inland Letter of Credit No.....Dated.....

This document is issued against contract No.....(FROM IREPS).....dated.....  
for  
supply/work of ..... (DESCRIPTION OF GOODS/WORK FROM  
IREPS).....

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR CODE) ..... (Vendor Code .....as per IRPES.....) is entitled to receive payment, aggregating INR....SSS.....(FROM ABSTRACT OF BILL PASSED)..... out of a total LC amount of INR.... (FROM MASTER TABLE OF LC OPENED) ..... against the first/seconds 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 payments already made to the beneficiary under Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)

THIS PAYMENT :-.....SSS.....

LC BALANCE AFTER THIS PAYMENT:.....

authority)

(Signature of authorized Railway

Name.....

Designation.....

(Official Seal)

\*\*\*\*\*END OF TENDER DOCUMENTS\*\*\*\*\*