

उत्तर मध्य रेलवे  
**NORTH CENTRAL RAILWAY**



इंजीनियरिंग विभाग  
ENGINEERING DEPARTMENT  
(प्रयागराज मण्डल)

**PRAYAGRAJ DIVISION**  
निविदा प्रपत्र  
**TENDER FORM**

(E – Tendering Tender Notice No: **4620262027** dated **24.06.2026**)

(ई-टेण्डरिंग निविदा सूचना सं. **4620262027** दिनांक **24.06.2026**)

(Tender No. – **111**)

(निविदा संख्या – **111**)

**Name of Work :** Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

**कार्य का नाम :** वरिष्ठ मंडल अभियंता / द्वितीय / प्रयागराज के अधिकार क्षेत्र में प्रयागराज-कानपुर खंड के मध्य विभिन्न रेलवे स्टेशनों पर पाथवे का प्रावधान।

# I N D E X

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**NORTH CENTRAL RAILWAY  
PRAYAGRAJ DIVISION  
E-Tendering Tender Notice**

Tender Notice No: **4620262027**  
Dated: **24.06.2026**

Office of Divisional Railway Manager  
North Central Railway, Prayagraj

Divisional Railway Manager (Engineering)/North Central Railway/Prayagraj, for and on behalf of the President of India, invites the following E-tender for the following work up to **13.30 hrs.** on **17.07.2026** The details of the work are as under:

SN	Tender No.	Name of Work	Approx Cost of work (Rs.)	Earnest Money (Rs.)	Completion Period	Date of Opening of tender	Minimum Eligibility Criteria for "Similar work"
1	111	Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.	4,69,93,222.04	9,39,900.00	12 (Twelve) Months	17.07.2026	Any Civil Engineering work.

**Note:**

- 1: E-Tender Forms shall be issued free of cost to all tenderers.
- 2: The complete information along with tender document of above E-Tenders are available on Website [www.ireps.gov.in](http://www.ireps.gov.in). up to **13:30 hrs.** on the due date of tender opening i.e. **17.07.2026**.
- 3: Bids other than in the form of E-Bids shall not be accepted against above tenders. For this purpose, vendors are required to get themselves registered with IREPS website along with Digital Signature Certificate issued by CCA under IT Act-2000.
- 4: Rates entered into Financial Rate page and duly signed digitally shall be considered. Rates and any other financial entity in any other form / letter head if attached by vendors shall be straightway ignored and shall not be considered.
- 5: The tenderers shall submit a certificate as given in tender document as "Annexure" in standard format without which their tender may not be considered and shall be summarily rejected.
- 6: The supplier / contractor of goods and / or services would be subject to GST Act and Rules as applicable from time to time.
- 7: Document being attached should be signed by the tenderer on its body.
- 8: This tender notice has also been uploaded on [www.ncr.indianrailways.gov.in](http://www.ncr.indianrailways.gov.in).
- 9: Payment of Earnest Money Deposit (EMD) in respect of e-tendering shall be accepted through net banking or payment gateway only.
- 10: In case of any difficulty helpdesk available on the website of IREPS may be approached.
- 11: Tender on line can be submitted up to **13.30 hrs.** of tender opening date i.e. **17.07.2026**.
- 12: The tenderer has to submit necessary documents in compliance of clause 10 to 18 (Part-I) of GCC-2022 mandatorily, otherwise offer will be considered as Incomplete Offer and accordingly shall not be considered.

Sr. Divisional Engineer/II  
N. C. Railway, Prayagraj  
For and on behalf of President of India

**उत्तर मध्य रेलवे  
प्रयागराज मंडल  
ई-टेण्डरिंग निविदा सूचना**

निविदा सूचना सं० **4620262027**

दिनांक: **24.06.2026**

मण्डल रेल प्रबन्धक कार्यालय

उत्तर मध्य रेलवे प्रयागराज

मण्डल रेल प्रबन्धक/इंजीनियरिंग/उत्तर मध्य रेलवे, प्रयागराज द्वारा भारत के राष्ट्रपति के लिये एवं उनकी ओर से निम्नलिखित कार्य के लिये, निर्धारित प्रपत्र पर निम्नलिखित ई-निविदा, दिनांक **17.07.2026** को **13.30 बजे** तक आमंत्रित की जाती है। कार्य का विवरण निम्न प्रकार है:-

क्र.सं.	निविदा नं.	कार्य का विवरण	कार्य का अनुमानित मूल्य (रु.)	बयाने की रकम (रु.)	कार्य समापन की अवधि	निविदा खुलने की तिथि	सिमिलर वर्क के लिये न्यूनतम वांछनीय आधार
1	111	वरिष्ठ मंडल अभियंता / द्वितीय / प्रयागराज के अधिकार क्षेत्र में प्रयागराज-कानपुर खंड के मध्य विभिन्न रेलवे स्टेशनों पर पाथवे का प्रावधान।	4,69,93,222.04	9,39,900.00	12 (बारह) माह	17.07.2026	कोई भी सिविल इंजीनियरिंग का कार्य।

**नोट:**

- ई-निविदा प्रपत्र सभी निविदादाताओं को निःशुल्क निर्गत किये जायेंगे।
- उपर्युक्त ई-निविदा का पूर्ण विवरण निविदा प्रपत्र सहित वेबसाइट [www.ireps.gov.in](http://www.ireps.gov.in) पर समय 13:30 बजे तक निविदा खुलने की निर्धारित तिथि **17.07.2026** तक उपलब्ध है।
- उपर्युक्त निविदा में ई-बिड के अलावा किसी अन्य रूप में बिड स्वीकार नहीं की जायेगी। इस प्रयोजन हेतु वेन्डरों को चाहिये कि वे अपने आपको I. T. Act-2000 के अन्तर्गत C.C.A. द्वारा जारी डिजिटल हस्ताक्षर प्रमाणपत्र के साथ IREPS की वेबसाइट पर पंजीकृत करावें।
- निविदा की दरें केवल डिजिटल हस्ताक्षरित फाइनॉन्सियल रेट पेज पर ही विचारणीय हैं। दरें तथा अन्य वित्तीय प्रभार अन्य किसी भी फार्म/लेटरहेड पर यदि संलग्न है तो उस पर विचार नहीं किया जायेगा तथा सीधी तौर पर अमान्य कर दिया जायेगा।
- निविदादाता अपनी निविदा के साथ निर्धारित प्रोफार्मा पर एक प्रमाण-पत्र, जैसा निविदा प्रपत्र में उल्लिखित है, प्रस्तुत करेंगे, जिसके अभाव में उनकी निविदा अविचारणीय होगी तथा निरस्त कर दी जायेगी।
- माल एवं/अथवा सेवाओं के सप्लायर/ठेकेदार समय-समय पर निर्धारित जी. एस. टी. एक्ट तथा नियमों के अन्तर्गत होंगे।
- संलग्न किये जाने वाले सभी प्रपत्र निविदाकर्ता द्वारा हस्ताक्षरित होने चाहिये।
- निविदा सूचना को उत्तर मध्य रेलवे की वेबसाइट [www.ncr.indianrailways.gov.in](http://www.ncr.indianrailways.gov.in) पर भी अपलोड कर दिया गया है।
- बयाने की राशि केवल नेट बैंकिंग अथवा गेटवे भुगतान के रूप में ही स्वीकार की जायेगी।
- किसी भी प्रकार की तकनीकी समस्या के समाधान के लिये IREPS की वेबसाइट की हेल्प लाइन से सम्पर्क किया जा सकता है।
- आनलाइन निविदा निविदा खुलने की तिथि **17.07.2026** को समय **13:30** बजे तक प्रस्तुत की जा सकती है।
- निविदादाता को जी.सी.सी. 2022 भाग-1 के पैरा 10 से 18 के अनुपालन में उल्लिखित आवश्यक दस्तावेजों को निविदा के साथ अनिवार्य रूप से संलग्न करना है अथवा उनकी निविदा अपूर्ण मानी जायेगी एवं तदनुसार अविचारणीय होगी।

वरिष्ठ मण्डल अभियन्ता/द्वितीय  
उत्तर मध्य रेलवे प्रयागराज  
भारत के राष्ट्रपति के लिये एवं उनकी ओर से

**NORTH CENTRAL RAILWAY**  
**PRAYAGRAJ DIVISION**  
**TENDER FORM (FIRST SHEET)**

**Tender Notice No:** 4620262027

**Dated:** 24.06.2026

**Tender No. – 111**

**Name of Work :** Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

**The President of India**  
**Acting through the Chief Engineer,**  
**Divisional Railway Manager,**  
**Sr. Divisional Engineer /II**  
**North Central Railway, Prayagraj.**

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our **"Bid Security"**. I/We offer to do the work for North Central Railway, at the rates quoted in the attached Bill(s) of Quantities and hereby bind myself/ourselves to complete the work in all respects within **12 (Twelve) Months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **Rs. 9,39,900.00** has already been deposited online/submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

\_\_\_\_\_  
Signature of Tenderer(s)  
Date \_\_\_\_\_  
Address of the Tenderer(s)

**NORTH CENTRAL RAILWAY**  
**PRAYAGRAJ DIVISION**  
**INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER**  
**TENDER FORM (SECOND SHEET)**

**Tender Notice No:** **4620262027**

**Dated:** **24.06.2026**

**Tender No. – 111**

**Name of Work :** Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

- 1.0 The Divisional Railway Manager (Engineering), North Central Railway, Prayagraj, for and on behalf of the President of India, invites **E-Tender** for the above work. The tenderers must upload their offers through E-Tender not later than **13.30** hrs. on date **17.07.2026**. Any tender delivered or sent otherwise will not be considered in any case. In case, the opening date happens to be holiday, the tenders will be opened on the next working day.
- 1.1 Please read carefully complete tender document including Instructions to tenderer, IRS Conditions of Contract, Special tender conditions, E-Tender guidelines etc. as available on the web site [www.ireps.gov.in](http://www.ireps.gov.in).
- 1.2 Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 1.1 above as well as items schedule & quantity of tender, consisting of techno-commercial offer form (including special conditions attached to E-Tender) and financial offer form, unless specific deviation is quoted in the techno-commercial offer form
- 1.3 Tenderer should watch the website for the corrigendum/addendum to the NIT/tender document, if any that may be uploaded prior to tender opening (inclusive) as there will not be any separate communication for that.
- 1.4 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.
- 2.0 **SUBMISSION OF OFFERS:**
- 2.1 No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders, even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 2.2 The tenderers must fill in the techno-commercial offer form, financial offer form on IREPS website and scanned copy of following documents as mentioned in tender document should be uploaded along with E-Tender–
- (i) Documents in support of satisfying Minimum Eligibility Criteria by tenderer.
  - (ii) Details of Machinery and Plants, Organization, Local Condition and Site Familiarity, Constitution of Firm, List of Works in Hand, List of Works Completed in Last Three Years.
  - (iii) Other document as is mentioned in tender conditions.
- 2.3 The E-Tender form is not transferable. E-tender along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.
- 2.4 **TENDER OPENING:**
- No tenderer shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website. Railway does not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Tenderer cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- 3.0 **GENERAL:**
- 3.1 In addition to your offer in e-Tender, the following documents will form part of Contract and binding to the contractor:
- (a) This document including Instruction to Tenderers & Conditions of Tender, Additional Instructions to Tenderers, Special conditions/Specifications if any
  - (b) General Conditions of Contract–2022 (including Correction Slips)

(c) Standard Specifications for materials and works

(d) Bill of Quantities.

(e) All general and detailed drawings, if applicable, pertaining to the work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

3.2 The expression General Conditions of Contract Regulations and Instructions for Tenderers and Standard Forms of Contract, Standard Specifications and Standard Schedule of Rates, which form the basis of contract, where ever occurring in these papers, shall be deemed to mean the following:

(i) General Conditions of Contract–2022 (Works Contract) corrected up to the date of opening of this tender, mean provisions of IR GCC (Works Matters)–2022.

i CPWD Standard Specification for Materials and Works/IRUSSOR-2019/SOR-2010 (whichever is applicable) as corrected up to date of opening of this tender.

ii CPWD-DSR -2021/ CPWD-DSR-2023/IRUSSOR-2021/SOR-2010 (whichever is applicable) as corrected up to date of opening of this tender.

iii NCR–HQ–IRUSSOR–2021 and CPWD-DSR-2021/ CPWD-DSR-2023 (Whichever is applicable) as corrected up to date of opening of this tender.

3.3 **Order of Precedence of Documents:** In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill 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-2021) 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 2021/2023 Vol. I & II (Whichever is applicable) 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 Specification (Works and Material) 2021 (IRUSS) 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.

3.4 The “Special Conditions” and the clause of ‘Instruction to Tenderers’ shall govern the work done under this contract in addition to and/or in part supersession of the ‘General Conditions of Contract and the Standard Specifications, where there is conflict between Special Conditions contained in the Schedule of Items etc. of the one part and the Standard Specification, General Conditions of Contract, Regulations and Instruction to Tenderers on the other hand the former shall prevail. Any special condition(s) stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent that the same have been expressly accepted by the Railway.

3.5 **Drawings for the work:**

The drawings for the work, if applicable, can be seen in the office of the Divisional Railway Manager (Engg.), Prayagraj and concerned **Asstt. Divisional Engineer office** 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 drawings mentioned above,

will be given by the Engineer or his representative from time to time. If any plan/ drawing is required, **Rs. 200/- per plan/ drawing** will be levied extra.

The Railway Administration reserves the right to change or amend the drawing as and whenever necessary at any stage of the work. No claim of any kind, whatsoever, will be entertained by the Railway in case the execution of any item of work is held up for want of approved design or late supply of such materials as are to be arranged by the Railway and such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages on this account. However, extension of the completion date as may be considered reasonable may be granted by the Railway administration.

The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.

### 3.6 Care in Submission of Tenders:

- (a) The tenderers are advised to study the tender papers carefully. The tenderer shall also inspect the site of the work and acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.
- (b) 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 the works to the entire satisfaction of the Engineer.
  - (i) Tenderer 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.
  - (ii) 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.
  - (iii) 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.

(Authority: Railway Board's Letter No. 2017 / CE-I / CT / 4 / GST dated 23-6-2017)

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

Wrong/incorrect invoices issued by Contractor.

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities; Any other non-compliance done by Contractor;

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

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



- (c) The submission of the tender shall be deemed to have been done after study and examination of the tender papers with full understanding of the implications thereof.
  - (d) 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.
  - (e) 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.
- 3.6.1 For tenders having Eligibility Criteria the tenderers shall submit a **Copy of Certificate** as given in tender document, stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-A (Annexure-V of GCC-2022)**. In addition to Annexure-A (**Annexure-V of GCC-2022**), in case of other than Company/Proprietary firm, **Annexure B (Annexure-V (A) of GCC-2022)** shall also be submitted by each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

### 3.7 QUOTING OF RATES ETC:

- 3.7.1 For works based on Schedule of Rates, the tenderer is to quote the overall percentage above/below/at par on the basis of rates contained in the North Central Railway Engineering Department, Indian Railway **NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/ CPWD-DSR-2023** corrected and notified up to date of opening of this tender and also against each Non-Scheduled items, if any work is not based on Standard SOR. The rates should be quoted above/below/at par for **NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/ CPWD-DSR-2023/NS-items (Whichever is applicable)** in the specified place mentioned in the e-tender.
- 3.7.2 The rates quoted by the tenderers should be inclusive of all taxes, license fee, royalty, octroi etc. where leviable by State, Central Govt. and/or any other local authority. No claim for Octroi or any other taxes, etc. shall be entertained by the Railway at any later stage on any ground whatsoever. If any Tax/Royalty/Octroi is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid.
- 3.7.3 The tenderer should quote their rates for all items of schedules at prescribed place in the e-tender form on IREPS website. Any revision of rate or rebate or discount at any other place of tender document or through a separate covering letter will not be accepted.
- 3.7.4 The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by tenderer(s) during negotiation, rates originally quoted will be binding on the tenderer(s).
- 3.7.5 The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc. necessary for the satisfactory completion of the work unless otherwise specifically mentioned in the tender/schedule of items/rates. They shall also cover the assembling and erecting of the work and making down of all sheltering of the formwork.
- 3.7.6 The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor. All works will be paid for on the basis of actual measurements taken at site.
- 3.7.7 The rate for any item of work not appearing in the Schedule of Item/Schedule of Rates, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work and cost involved and shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. A work, for which no rate has been provided for in the schedule of rate, should not be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do this work and the contractor(s) shall have no claim for loss or damage on this account.
- 3.7.8 The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by

the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).

- 3.7.9 The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
- 3.7.10 The item numbers, description, units and rates given in the schedule of work order are based on the **Indian Railway Unified Standard Schedule of Rates NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/ CPWD-DSR-2023 (Whichever is applicable)** corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
- 3.7.11 However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax/cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17(A) and the contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- 3.7.12 Further, if rates of existing GST or cess on GST FOR Works Contracts is decreased or any tax/cess on Works Contract is decreased/removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

### 3.8 COMPLETION PERIOD OF THE WORKS:

The works are required to be completed within period as specified in e-tender document i.e. **within 12 (Twelve) Months** from the date of issue of acceptance letter. The completion period as given above will be the overall time for the completing of the work including handing over of site/Plans etc. All tenderers shall be required to submit their tentative planning of work in MS Project in hard as well as soft copy, along with tender documents.

- 3.9 **MAINTENANCE PERIOD:** The contractor(s) shall maintain the work for a period of **06 Months** from the date of issue of completion certificate by the Engineer-in-charge.

**Note: Measurement: (As per Railway Board's letter No: 2017 / CE – 1 / CT / 9 dated 31.05.2023)- For all contracts costing more than Rs. 5 Crore, Contractor's E – MB is mandatory. Measurement recorded by the contractor shall be Test Checked by Railway within 45 days of submission of measurement. This is incorporated in the provision of Para No. 1316 A of Engineering Code.**

### 3.10 VALIDITY PERIOD OF TENDER 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"** deposit. The tenderer cannot withdraw his offer within the period of validity/extended validity.

Tenderer (s) to keep his / their offer valid for the period of 60 days for single packet and 90 days for two packet system. 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 for single packet and 90 days for two packet system.

(Authority Rly. Bd. letter No 2017/Trans/01/Policy dated. 08.02.2018)

### 4.0 JOINT VENTURE (JV) IN WORKS TENDERS :

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

- 4.1 Separate identity/name shall be given to the Joint Venture.
- 4.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 4.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in

the same tender.

- 4.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 4.5 **Bid Security** shall be submitted by JV or authorized person of JV either as:
- (a) Cash through e-payment gateway or as mentioned in tender document, or
  - (b) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 4.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).
- 4.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full "Bid Security" shall be liable to be forfeited.
- 4.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 4.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under "The Companies Act – 2013" (**in case JV entity is to be registered as Company**) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (**in case JV entity is to be registered as Partnership Firm**) or under 'The LLP Act 2008' (**in case JV entity is to be registered as LLP**). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 4.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - 4.11.2 Duration of the Registered Entity: It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
  - 4.11.3 Governing Laws: The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.12 Authorized Member: Joint Venture members in the JV MoU shall authorize Lead members on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this

authorized member of the JV.

4.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

**4.14 Documents to be enclosed by the JV along with the tender:**

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

- (a) A Notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (c) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (d) 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.

4.14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

4.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (b) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (c) A copy of Certificate of Incorporation
- (d) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

4.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

4.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration.
- (ii) A copy of Memorandum of Association of Society/Trust Deed.
- (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

4.14.6 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract

on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

4.14.7 *A power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of the 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.*

4.14.8 All other documents in terms of explanatory notes in clause 6.0 below

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

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

**(a) For Works without composite components:**

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

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

**(b) For works with composite components:**

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

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

**Note:**

- (a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- (b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

4.15.2 **Financial Eligibility Criteria:**

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 of GCC-2022. The "Financial Capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 of GCC-2022.

The "Financial Capacity" of each of other partners (excluding lead partner) shall not be less than 10% of the financial eligibility criteria mentioned at Para 10.2 of GCC-2022.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "Financial Capacity" to satisfy this requirement.

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

4.15.3 **Bid Capacity:**

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at Para 10.3 of GCC-2022 & as



*amended from time to time.* The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV's “Bid capacity” to satisfy this requirement.

5.1 **Mode of Payment:** The payment to the contractor/vender would be made through NEFT/ECS. The contractor has to submit the following information duly certified by the concerned branch of Bank.

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

5.2 In case of supply of materials/ballast, Form 3-D will be issued to the party/parties who furnish his/her/their Sales Tax/GST Registration number and date under Sales Tax Act. The Railways shall make no refund on account of Sales Tax.

5.3 Railway Administration can draft Vehicles and equipments of Contractors in case of accidents/ natural calamities involving human lives.

5.4 **OMISSIONS AND 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 the tender and the 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.

6.0 **Eligibility Criteria (Applicable for works costing more than Rs.50 Lacs):**

6.1 **Technical Eligibility Criteria:**

The Tenderer must satisfy the Minimum Eligibility Criteria as described below for adjudging the validity / consideration of his offer (**applicable for works costing more than Rs. 50 lacs**). Similar work is defined as “**Any Civil Engineering work**”, Credentials in the name of firm applying for the work will only be **considered**.

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

(i) **Three similar works** each costing not less than the amount equal to **30% of advertised value** of the tender, **or**

(ii) **Two similar works** each costing not less than the amount equal to **40% of advertised value** of the tender, **or**

(iii) **One similar work** each costing not less than the amount equal to **60% of advertised value** of the tender.

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

Three similar works each costing not less than the amount equal to **30%** of advertised value of each component of tender, or

Two similar works each costing not less than the amount equal to **40%** of advertised value of each component of tender, or

One similar work each costing not less than the amount equal to **60%** of advertised value of each component of tender.

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

- (b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

**Note for Item 6.1:**

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

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

**6.2 Financial Eligibility Criteria:**

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

**V= Advertised value of the tender in Crores of Rupees.**

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

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

**Note: Balance sheet for the 4th previous year (i.e. FY 2022-23 or as applicable for the instance tender) as per para 10.2 of GCC-2022 and para 6.2 of the tender document, shall be considered in evaluation of financial eligibility criteria only when it is clearly certified in Annexure-VI B or a self-declared certificate duly signed by chartered accountant and the tenderer that the balance sheet of last financial year (i.e. FY 2025-26 or as applicable for the instance tender) has not been audited/yet to be prepared.**

The tenderers shall submit requisite information as per **Annexure-D (Annexure VIB of GCC 2022)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. **(Applicable for works costing more than Rs. 50 lacs).**

- 6.3 **Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-E (Annexure-VI of GCC 2022 & as amended from time to time)**.

Existing commitments and balance amount of ongoing works with tenderer to be provided as per the prescribed proforma of Railway (Annexure F) for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

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

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

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

**{Explanation for clause 6 including clause 6.1 to 6.5 – 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 6.1 Para 6 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  $0.3 \times 0.2$  \* 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.

**7. Tenderer Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (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-A (**Annexure-V of GCC-2022**). In addition to Annexure-A (**Annexure-V of GCC-2022**), in case of other than Company/Proprietary firm, **Annexure B (Annexure-V (A) of GCC-2022)** shall also be submitted by each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP)

etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **Applicable for works costing more than Rs.50 Lacs.**

- (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 thereunder.
- (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 Deposit besides banning of business for a period of up to **two** years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **two** years.
8. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
9. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the North Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).
10. **Documents to be Submitted Along with Tender:**
- The tenderer has to submit necessary documents in compliance of clause 10 to 18 of GCC April 2022 mandatorily, otherwise offer will be considered as Incomplete Offer and accordingly shall not be considered.
- (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 other documents in terms of explanatory notes in clause 10 of the Standard General Condition of Contract–2022.
- (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 explanatory notes in clause 10 of the Standard General Condition of Contract–2022.
- (c) Partnership Firm:** The tenderer shall submit all documents as mentioned in Para 18 of GCC–2022.
- (d) Joint Venture (JV):** The tenderer shall submit all documents as mentioned in Clause 17 of the Standard General Condition of Contract–2022.
- (e) Company registered under Companies Act 2013:**
- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.

- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in Clause 6 above.
- (f) LLP (Limited Liability Partnership):** If the tender is submitted on behalf of an LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
  - (i) A copy of LLP Agreement.
  - (ii) A copy of Certificate of Incorporation.
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
  - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
  - (v) All other documents in terms of explanatory notes in clause 6 above.
- (g) Registered Society & Registered Trust:** The tenderer shall submit:
  - (i) A copy of the Certificate of Registration.
  - (ii) A copy of Memorandum of Association of Society/Trust Deed.
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) A copy of Rules & Regulations of the Society.
  - (v) All other documents in terms of explanatory notes in clause 10 of the Standard General Condition of Contract–2022.
  - (vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
  - (vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo-moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
  - (viii) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
  - (ix) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 11. 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.

## 12.0 BID SECURITY:

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

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

### Note:

- (i) The tender must be accompanied by a sum of **Rs. 9,39,900.00**, as Bid Security deposited in cash through e-payment gateway or as mentioned in the tender document, failing which the tender will not be considered except the exempted category as given in latest GCC.
  - (ii) The Bid Security shall be rounded off to the nearest Rs.100/-. This Bid Security shall be applicable for all modes of tendering.
  - (iii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above.
  - (iv) Labour Cooperative Societies shall submit only 50% of above Bid Security deposit detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub clause (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.
- 12.2 The Bid Security shall be deposited 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 C (Annexure-VIA of GCC-2022)** and shall be valid for a period of 90 days beyond the bid validity period.
- 12.3 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- (i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - (ii) **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids). Nominated officer for this tender is Sr. Divisional Engineer/II/Prayagraj division.**
  - (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.
- ii. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the \*\*\*\*\* Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

- viii If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

12.3.1 **If the Bid Security deposited by the bidder is in shape of Bank Guarantee, it should be supported by proper stamp duty rate prescribed as per section 13 & 24 of the UP-Stamp Act, 2008 and amended from time to time at the time of submission of Bank Guarantee.**

12.4 The Tenderer(s) shall keep the offer open for a minimum period of **60 days** from the date of opening of the Tender. Should the tenderer fail to observe or comply with the forgoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway without prejudice to any other rights or remedies.

12.5 The Bid Security deposited by the successful tenderer with his tender will be retained by Railway as part of security deposit for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractors "on account" bills. Provided also that in case of defaulting contractor the railway may retain any amount due for payment to the contractor on the pending "on accounts bill" so that the amounts so retained may not exceed 10% of the total value of the contract. Unless otherwise specified in the special conditions, if any, the Security deposit/rate of recovery/ mode of recovery shall be as under:

(a)	Security deposit for each work shall be 05% of the contract value
(b)	Rate of recovery shall be at the rate 6% of the bill amount till the full security deposit is recovered.

12.6 The Bid Security deposited by successful tenderer(s) will be retained towards the Security Deposit for the due fulfillment of the contract but shall be forfeited for breach of any of the tender conditions of tender agreement of the contract or if the contractor fails to execute the agreement or start the work within a reasonable time (to be determinable by the Engineer In-Charge) after notification of acceptance of his/her/their tender.

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

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

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

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

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

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

- (i) Final Payment of the Contract as per clause 51.(1) of GCC-2022 and

- (ii) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (iii) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC-2022, in case applicable.

12.8.2 **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.

12.9 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 GCC-2022, of this clause will be payable with interest accrued thereon.

### 13.0 Performance Guarantee (P.G.):

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 up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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% following forms, 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 up to 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 GCC-2022.

**(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:**

<b>Bid quoted in % of advertised cost</b>	<b>Additional Performance Guarantee (%)</b>
<b>Below 0 - 5% (inclusive)</b>	<b>Nil</b>
<b>Below 5%</b>	<b>5%</b>

14. **Price Variation Clause (PVC) :**

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

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



- 14.2 **Base Month:** The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.
- 14.3 **Validity:**
- Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:
- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
  - (b) Payment/recovery for overall market situation as per "Price Variation Clause" given hereunder.
- 14.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
- 14.5 No price variation shall be admissible for fixed components.
- 14.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:



**(I). For Civil Engineering Works:**

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0
4	Cement	Cc	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PMc	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	Fc	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	Mc	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	Ec	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

\* It shall not be considered for any price variation.

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

**1 : Earthwork in Formation :**

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

**2 : Ballast Supply Works :**

**3 : Tunnelling Works (Without Explosives) :**

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

**4 : Tunnelling Works (With explosives) :**

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

**5 : Building Works :**

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E

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

**6 : Bridges & Protection work :**

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

**7 : Permanent Way linking.**

**8 : Platform, Passenger Amenities :**

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

**9 : Any Other Works not covered in Classification 1 to 8 :**

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

**14.7 Formulae:**

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

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

**(II) For Railway Electrification Works:**

- (viii) 
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

$$(ix) \quad R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

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

- M<sub>B</sub> Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
- M<sub>Q</sub> Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- F<sub>B</sub> The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
- F<sub>Q</sub> The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
- E<sub>B</sub> Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- E<sub>Q</sub> Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PM<sub>B</sub> Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PM<sub>Q</sub> Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
- S<sub>B</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S<sub>Q</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C<sub>B</sub> Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C<sub>Q</sub> No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R<sub>T</sub> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- R<sub>O</sub> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
- P<sub>T</sub> IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P<sub>O</sub> IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z<sub>T</sub> IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z<sub>O</sub> IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I<sub>T</sub> RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
- I<sub>O</sub> RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender
- 14.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned in Clause 46A.7 of GCC–2022. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

14.9.1 Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

<b>SL</b>	<b>Classification</b>	<b>Rates to be used for calculating <math>S_Q</math> or <math>S_B</math></b>
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

14.9.2 Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items ( $S_Q$  / $S_B$ ) in different Zonal Railways shall be as under:

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

**14.10 Price Variation during Extended Period of Contract:**

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

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

**15.0 VARIATIONS IN EXTENT OF CONTRACT:**

15.1 **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.

15.2 **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.

- 15.3 (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 up to 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 up to 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 up to 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 up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

**(d) Variation to quantities of Minor Value Item:**

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

- (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 15.4 **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 items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39, of GCC-2022, of these Conditions.

**16.0 Rights of the Railway to deal with tender:**

- 16.1 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.
- 16.2 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.
- 16.3 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.

- 16.4 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.
- 16.4.1 **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.
- 16.4.2 **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.
- 16.4.3 **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.
- 16.4.4 **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.
- 16.4.5 **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

#### 17.0 Execution of the Contract Documents:

- 17.1 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.
- 17.2 In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

#### 18.0 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 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- 18.8 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.
- 18.9 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.
- 18.10 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.
- 18.11 ***The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:***



- i A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- ii A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- iii 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 determination under Clause 62 of the Standard General Conditions of Contract.
- iv All other documents in terms of explanatory notes in clause 6 above.

**18.12 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 Clause 6 above.

**19.0 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 19 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.**

## **LABOUR**

20.0 Wages to labour and action in case of default of contractor to payment of wages:

20.1 **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.

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

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

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

21.0 **Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

- 21.1.1 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.
- 21.1.2 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.
- 21.1.3 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.
- 21.1.4 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.
- 21.1.5 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 subcontractor 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.

- 21.2 **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.
- 21.3.1 Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract 2022. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all 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 shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 21.3.2 While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_ Month, \_\_\_\_ Year."
- 21.4 **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.
- 22.0 **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.
- 23.0 **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.

- 23.1 **Provision of Mines Act :** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.
- 24.0 **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.
- 25.1 **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.
- 25.2 **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.
- 25.3 **Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavours to:
- 25.3.1 Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- 25.3.2 Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.
- 25.4 **Sanitary Arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.
- 25.5 **Outbreak of Infectious Disease:** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.
- 25.6 **Treatment of Contractor's Staff in Railway Hospitals:** The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.
- 25.7 **Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.
- 25.8 **Use of Intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

- 25.9 **Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- 26.1 **Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
- 26.2 **Medical Certificate of Fitness for Labour :** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 26.3 **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 26.4 **Medical Re-Examination of Labourer :** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

#### **EXPLANATIONS:**

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

**Note:** *All Provisions pertaining to labours engaged on contract works shall be applicable as per clause no 54 to 60 of General Condition of Contract (Works Matter)-2022 & as amended from time to time.*

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

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor :** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways :** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation 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) of GCC-2022, 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.

- 27.2 **(B) Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A of GCC-2022, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC-2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of Contract value of the works for each week or part of the week. following rates of the contract value of the works.

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

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to

appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC-2022 of these Conditions, whether or not actual damage is caused by such default.

**NOTE:** In a contract, where extension(s) of time have been allowed once under clause 17B of GCC-2022, further request(s) for extension of time under clause 17A of GCC-2022 can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A of GCC-2022 shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B of GCC-2022 shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of GCC-2022.

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

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

1. The Contractor shall also employ qualified Graduate Engineer or equivalent, or qualified Diploma Engineer, as prescribed in tender document.
2. In case the Contractor fails to employ the Engineer, as aforesaid in Para-1, he shall be liable to pay liquidated damages at the rates, as prescribed in tender document.
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:** In terms of provisions of clause 26A.1 of the General Conditions of Contract (GCC) (Works Matter) & as amended from time to time, contractor shall also employ following Qualified Engineers during execution of the allotted work: (Rly. Bd's letter No. 2012/CE-I/0/20 dt. 10.05.2013)

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

Further, In case the contractor fails to employ the qualified engineer, as aforesaid in above Para, in terms of provisions of Clause 26A.2 of the General Condition of Contract (Works Matter), shall be liable to pay an amount of Rs. 40,000 and Rs. 25000 for each month or part thereof for the default period for the provisions, as contained in para (i) & (ii) above respectively.

29. Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer.

30. **Maintenance of Works:**

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

### 31.1 Certificate of Completion of Works:

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

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

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

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

**32. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50, of the GCC-2022, Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

### 33.1 Maintenance Certificate:

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

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

### 33.2 Cessation of Railway's Liability:

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



### 33.3 Unfulfilled Obligations:

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

**For DRM / NCR / PRYJ**

*I agree to abide by the terms and conditions mentioned at above (Clause 1 to 33) as well as General Conditions of Contract 2022/ advance correction slips (up to date of opening of tender) and Standard Specification of North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender.*

## Annexure-A (Annexure V of GCC-2022)

### 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 up to two years. Further, I/we (*insert name of the tenderer*) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

Reference—Para 6.1 of ITT

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

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

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

***SEAL AND SIGNATURE OF THE  
CONSTITUENT FIRM/CONSTITUENT PARTNER***

***Place:***

***Dated:***

\*\*\*\*\*

**Annexure –C (Annexure –VIA of GCC–2022)**  
**(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

Sr. DEN/II/PRYJ, North Central Railway,

Beneficiary: **Sr. DFM/PRYJ, North Central Railway**

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

In consideration of the President of India acting through Sr. DEN/II/PRYJ, DRM Office, Prayagraj (*Designation & address of Contract Signing Authority*), North Central Railway, Prayagraj, (hereinafter called “The Railway”) having invited the bid for **Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj**, through Notice inviting tender (NIT) No. **4620262027-111**, We have been informed that . . . . *[Insert name of the Bidder]*..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

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

**AND**

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

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

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till .....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date ..... ..

Place..... Bank's Seal and authorized signature(s)

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

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

*[P/Attorney]* No.

**Witness:**

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No].

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

## Annexure –D (Annexure –VIB of GCC–2022)

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

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

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

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

### SEAL AND SIGNATURE OF THE BIDDER

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

**(Signature of Chartered Accountant)**

**Name of CA:** \_\_\_\_\_

**Registration No** \_\_\_\_\_

(Seal)

**Annexure –E (Annexure –VI of GCC–2022)**  
Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT  
**TENDERER’S CREDENTIALS (BID CAPACITY)**

**RAILWAY**

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

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

Where-

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

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

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

Note:

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

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

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

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

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

## **Annexure –F**

**Proforma for calculating Existing commitments and balance amount of ongoing works with tenderer for all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender**

SN	NAME OF WORK/CONTRACT	CA NO./LOA NO. & DATE	NAME & ADDRESS OF EMPLOYER	TOTAL COST OF WORK	DATE OF AWARD OF WORK	COMPLETION PERIOD (IN YEARS)	DATE OF INVITING OF TENDER ON IREPS	VALUE OF BALANCE WORK AS ON DATE OF PUBLISHING OF TENDER ON IREPS (IN RS.)
TOTAL								Rs.

**Seal & Sign of Chartered  
Accountant  
M. No.  
Date & UDIN**



**(Guarantee-Bond offered by-Banks to Railways in connection with the execution of Contracts) (SD)**  
**GUARANTEE BOND FORMAT**  
**(To be used by approved Schedule Banks)**

1. In consideration of the President of India (hereinafter called “The Government”) having agreed to exempt \_\_\_\_\_ (hereinafter called “The said Contractor(s)”) from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the “The said Agreement”) of security deposit for the due fulfilments by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we, \_\_\_\_\_ (hereinafter referred to as “The Bank”) at the request of (indicate the name of the bank) \_\_\_\_\_ (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
  
2. We \_\_\_\_\_ do hereby undertake to pay the \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_ amounts due and payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
  
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ further agree that the guarantee  
(indicate the name of Bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department), Ministry of \_\_\_\_\_ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ further agree with the Government  
(indicate the name of Bank)

the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).

7. We \_\_\_\_\_, lastly undertake not to revoke (indicate the name of Bank) this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of 20

For \_\_\_\_\_

(indicate the name of Bank)

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India, Acting

through.....,

.....

Railway.

Date:.....

.....

Surety Bond No:.....

Amount of Bond:.....

Issue Date:.....

Expiry Date:.....

WHEREAS, In consideration of the President of India acting through ..... (Designation & address of contract through signing authority)

,.....Railway,....., (hereinafter called “The Railway”) having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX” under invitation of bids No XXXX Dated XXXXX, vide Letter of Acceptance No.....

AND

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

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [ Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX)( (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances wilt be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

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

**Dated the day of 2024**

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

Place.....

Bank's Seal and authorized signature(s)  
 [Name in Block letters].....  
 [Designation with Code No.] .....  
 [P/Attorney] No.

**Witness**

- 1.
- 2.

\*\*\*\*\*

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

**NORTH CENTRAL RAILWAY  
PRAYAGRAJ DIVISION**

**ADDITIONAL INSTRUCTIONS TO TENDERERS**

1. These special conditions and the clauses of Instructions to tenderers and the stipulation made in the "Standard Schedule of Rate" shall govern the work done under this contract in addition to and/or in part supersession of the 'General conditions of Contract, Regulations and Instructions for Tenderers and **Standard form of Contract-2022 and Standard Specification -2021**. Where there is any conflict between Instructions of schedule of items on the one hand and General Conditions of **Contract Regulations and Instructions for Tenderers and Standard Specifications' 2021** on the other the former shall prevail.

Any special condition/conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent which, have been expressly accepted by the Railway.

2. The contractors shall be responsible for the arrangements to obtain supply of water necessary for the works at their own expenses. In case where the water is supplied by the Railway, recoveries will be regulated as under:

**WATER SUPPLY FROM THE RAILWAY SYSTEM:** At the request of the contractor(s) the Railway may supply part the whole of the quantity of water required by the contractor(s) for the execution of works from the Railway's existing water supply at or near the site of work as may be convenient to the Railway in the following terms and conditions.

**(a) FROM PIPED WATER SUPPLY:** If water is supplied from the existing piped water supply system, a charge on this account will be made at the rate of **1%** on the amount of bills pertaining to the items on which water has been used. If pipe line/lines in addition to those already existing are asked for by the contractor(s), the cost of the same and all charges incurred in laying including supervision and departmental charges leviable under the extent rules for deposit works will also be payable by the contractor(s) or alternatively the contractor(s) may provide and lay his/their own pipe line(s) after obtaining written permission from the Engineer, who may at his/her discretion decline to grant such a permission.

**(b) WATER SUPPLY FROM RAILWAY WELLS AND/OR RAILWAY HAND PUMPS:** Where there is no piped water supply arrangement with the railway, it may at the request of the contractor allow the use of Railway hand pumps and/or wells constructed by the Railway free of charge, provided the contractor shall not be entitled to any compensation for stoppage of work and his having to make other alternative arrangement in case the Engineer concerned finds it necessary in the interest of the Railway to cancel the permission so granted to the contractor.

**(c)** The Railway administration shall not guarantee adequate or regular supply of water from its water supply system i.e. either from piped water supply or from hand pumps and/or open wells. The Railway shall also reserve the right to refuse permission to the use of water from its water supply system and/or call upon the contractor to stop making use of Railway water at any time by giving **3 days'** notice to the contractor if it is considered necessary in the interest of the Railway by the Engineer or his/her representative, in which case the contractor(s) will have to make his arrangement for sufficient water for proper execution of work. The contractor shall not be entitled to any compensation for interruptions or failure or inadequacy of water supply and also in the event of withdrawal of permission for use of water from Railway sources.

**(d)** Arrangement in sub-para (b) of para 2 shall not ordinarily be permitted except when permission to make use of Railway piped water supply system is refused by the Railway.

3. The contractor must make his own arrangement for the supply of good drinking water to the workmen employed under him in connection with this work.
4. The material(s) to be supplied by the contractor should conform to the standard specification as per N.C. Railway Engineering Department Hand Book of Standard Specification for Materials and Works 2019. Before the materials are used in work(s) they should be passed by the Engineer-in-charge at the sites of delivery and his/her decision would be conclusive and binding on the contractor should any materials be found not according to the Standard Specifications. The contractor shall immediately remove such materials from the Railway premises at his own cost. In the event of the contractor failing to do so the Engineer may ensure it to be removed and all costs of such removal shall be payable on demand by the contractor to the Railway.
5. No Railway pass or concessional travel facilities will be given to the contractor or his agents and labourers for execution of the work(s) nor any concession will be allowed for transport or materials by the Railway required for execution of work(s).

6. The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc. necessary for the satisfactory completion of the work. They shall also cover the assembling and erection of the work and making down of all sheltering of the formwork.
7. The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor.
8. The rate for any item of work not appearing in the schedule of rate, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work involved. Any work, for which no rate has been provided for in the schedule of rate, should **NOT** be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor.
9. The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).
10. The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
11. In case of doubt as regard to any particulars instructions or ambiguities in the plans, the decision of the Sr. Divisional Engineer shall be final and binding on the contractor(s).
12. The item numbers, description, units and rates given in the schedule of work order are based on the **Indian Railway Unified Standard Schedule of Rates NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/CPWD-DSR-2023 (whichever is applicable)** corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
13. The contractor shall also provide at his own cost reference pillars for setting out the work as considered necessary by Engineer In Charge for the proper layout and execution of the work. No charges whatsoever shall be paid by the Railway for either making these pillars or for materials required for these pillars. It will be sole and absolute discretion of the Engineer-in-charge at site to decide the number(s) and type(s) and height of pillars to be provided and his/her decision will be final, conclusive and binding on the contractor(s).
14. The rates for any other item(s) of works not included in the Schedule of Items and Schedule of Rates, which the contractor(s) may be called upon to do shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these work and the contractor(s) shall have no claim for loss or damage on this account.
15. The Railway Administration will not be responsible to grant/arrange the permit for deploying truck or for supply of petrol Motor vehicles for transporting materials. Applications of contractors for these will simply be forwarded to the authorities concerned for disposal.
16. He /they shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Divisional Engineer/DEN. The Security deposit may be refunded after **maintenance period of 06 Months from the date of issue of the completion certificate by Engineer In-charge**, subject to satisfactory completion of the work, maintenance period of works, issue of the completion certificate issued by ADEN/DEN, No claim Certificate by Contractor and No Dues Certificate by Engineer In Charge.
17. The expressions General Manager, Chief Engineer wherever showing in the North Central Railway General Conditions of Contract Regulations and instruction to Tenderers'2022 and Standard Specification'2019 shall be read as and deemed to have been substituted by the corresponding officers of the North Central Railway Administration who will be designated as such by the Administration.
18. Save as otherwise provided in the contract, all notices to be given on behalf of the President of India and all others acting to be taken on his behalf by the Divl. Railway Manager/ Sr. Divisional Engineer/Divisional Engineer / N. C. Rly. /Prayagraj.
19. The conditions of contract under which the contract is to be performed by the contractor(s) shall include the following.
  - (i) The additional instructions to tenderers.

- (ii) North Central Railway Engineering Department handbook instructions to tenderers and Standard Specifications '2019 Edition.
- (iii) Special Conditions of Contract.

In case of any inconsistency in that respect item (iii) will prevail over item (i) and (ii).

20. If any material is supplied to the contractor by the railway at his request for any item of work for which labour and materials rates have been accepted, the issue of such material(s) will be treated as a sale outside the contract and the recovery on account of material(s) supplied will be made in accordance with code Rule 1430(b) which provides for recovery either at the market rate prevailing at the time of supplying to be specified by the Divisional office or the issue rate whichever is higher plus prescribed percentage charged on account of freight and supervision charges. No carriage or incidental charges will be borne by the Rly. The contractor cannot however claim the issue of such materials by the Railway in accordance with this contract, if he is required to arrange such material(s) himself.
21. (i) Railway material like cement and steel, if required to be supplied as per agreement, will be supplied by the Railway at the IOW's Godown. No extra lead, handling etc will be paid for transportation of these materials to the site of work. Tenderers may take this into consideration while quoting the rates.
- (ii) In case cement or steel is to be issued to the contractor either free of cost or on cost to be recovered for use on the work, the supply thereof shall be limited to the quantity/quantities calculated by the Railway according to the prescribed specification and approved drawing(s) as per agreement. The cement and steel issued in excess of the requirement as above shall be returned by the contractor to the railway in perfectly good condition immediately after completion or determination of the contract. If contractor fails to return the said stores, then such cement and steel issued in excess of the requirement as calculated by the Railway according to the specification and approved drawings will be recovered from contractor's due at twice the prevailing procurement cost at the time of last issue +5% freight only.
- This will be without prejudice to the right of the Railway to take action against the contractor under the condition of contract for not completing the work according to prescribed specification and relevant drawings.
- If it is discovered that the quantity of cement and steel use in the work is less than the quantity ascertained as herein before, the cost of cement/steel not so used shall be recovered from the contractor on the basis of above formula.
- (iii) Provision of above clause (i) and (ii) shall also be applicable to all other materials that may otherwise be supplied by the Railway. The excess materials shall be returned within a reasonable time, the reasonability of which shall be determined by the Divisional Engineer, after which the Railway will refuse to accept such unused materials and the cost thereof shall be recovered as given above.
- (iv) If at any time material, which the contractor would normally have to arrange himself, if supplied by the Railway either at contractor's request or in order to prevent any delay in the execution of work due to contractors inability to make adequate timely arrangements for supply thereof or for any other reasons, recovery will be made from contractor's bill either at the market rate prevailing at the time of supply or the issue rate whichever is greater plus fixed departmental charges as stipulated from time to time. The contractor cannot however, claim as a matter of right the issue of such material by the Railway if he is required to arrange himself in accordance with the terms and condition of contract.
22. The contractor(s) will be responsible for storing cement at the site of work according to the condition of contract and standard specification. The empty bags shall be the property of the contractor and the cost of the same will be recovered at the Rate of Rs.2.00 per cement empty bags or as specified by Railway from time to time from the bill of the contractor.
23. All works will be paid for at the tendered rates on the basis of actual measurements taken at site.
24. On completion of the work all surplus Railway materials shall be removed and returned to Railway and stacked as directed including lead up to 100 m by the contractor free of cost. The surplus Cement steel and other items issued to the contractor however shall have to be returned to the Inspector of work Godown free of cost.
25. The Railway shall not be responsible in any way for supply of rationed or non-rationed material for contractor's staff or any of the controlled items to the contractor or his labour and non-availability shall not be taken as excuse for any loss and consequently also for slow progress or for putting any claims whatsoever against the Railway. The contractor shall make his own arrangement of accommodation of his labour and staff and supply of water.
26. The Railway shall also not be responsible for the supply of petrol to Motor vehicle for transportation either of those materials which are issued by the Railway and which will be required to be brought at site by the contractor or for



- his own materials. Application of the contractor in this regard will however, be forwarded to the authorities concerned for the disposal.
- 27 For carriage of tools and plants free permit note will not be issued but the railway issue necessary authority certain with a view to give priority for booking only for cartage of tools and plants at the site of work and for the removal of tools and plants only after the completion of work at the direction of Divisional engineer. Freight, however, will be a borne by the contractor and the same must be paid by him direct to the goods clerk or station master as the case may be at the time of booking.
- 28 No extra payment will not be made for rounding of the corners at the junction of the floors, joints corners and parapet etc.
- 29 The plan and sites are subject to alterations to suit the local conditions as per requirement of the railway and the contractors will have no claim on account of the changes in plan and sites.
- 30 Doors and windows will have to be made strictly as on drawing and the contractors will also be required to provide necessary fittings and glasses as shown in the drawing. The various iron fittings as shown in the drawing will further be supplemented by iron fittings that are actually necessary for providing closing and locking of doors, windows and almirah etc.
- 31 The rates tendered for in the Schedule of Rates and accepted by the railways together with modifications and special conditions be based on which the work orders shall be issued. Work for only those items shall be provided which will be applicable to the work and the work orders shall be deemed to have been prepared and subject to the conditions as provided in the accepted tenders. Before starting the work, the contractor shall obtain proper work order. If the work is executed by the contractor without the order of authorization in writing as aforesaid the same shall be at his sole and absolute risk and responsibility and the railway is at liberty to refuse to accept any liability for such work.
- 32 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within seven days of the measurement taken by the Engineer as aforesaid and that any claim in more than seven days' time after taking of such measurements shall be deemed to have been waived by him.
33. The contractor will be required to arrange for all materials except those materials which will be supplied by the Railway.
- 34 Materials that will be used in the work should conform to the "North Central Railway Standard Specifications-2021". Samples of the same should be submitted to the Engineer In charge before arranging the supply. Approved samples will be kept in the custody of the ADEN/DEN concerned and all supply shall conform to accepted samples.
- 35 It should be clearly understood that the labour & materials rates in the schedule of rates include wastage and wash away either due to rains or storms or floods or any other cause whatsoever. They shall also include any clearing of Jungles dressing & levelling of surface etc. that may be necessary for stacking the materials at site of work prior to their being used on the work.
36. If only limited area is available at site of work, stacking of materials may be done at other place not far away from the site of work. In such case no extra lead or any other claim for carriage of materials to the site of work shall be entertained.
- 37 All materials carried by Rail shall be the responsibility of the contractor and no claim, whatsoever for non-supply of wagons or materials damaged or pilfered or lost in transit shall be entertained. The claim against the Railway as carriage shall be governed by the rules regarding carriage by the Rail of public materials. Directions is restricted, the Railway shall not in any way be liable to assist the contractor in obtaining the relaxation of any such restrictions for transporting the materials. Necessary recommendation for the movement of such materials for use in the work will be granted when necessary but no claim will be entertained on this account.
- 38 No leading unloading charges, lead, lift crossing of lines, handling and hand shunting of wagons and freight charges if any will be paid for his material to the contractors. Demurrage charges in the wagons, if any, shall be paid by the contractor and it would be his own obligation to unload the consignment and release the wagon within the time limit.
- 39 The contractor will have to make his own arrangement for roller and other machinery required by him in connection with executing of this work.
- 40 All brick work(s) unless otherwise instructed shall be done with well burnt bricks or selected Jham bricks as laid down in chapter (7) Brick work, N-C. Rly., Standard Specification for Materials and Work -2021.
- 41 The contractor(s) shall not dig pit within Railway land for extracting single or earth for mortar which must be arranged from outside for which no lead, lift or royalty will be paid.

- 42 The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the Sr. Divl. Engineer/Divisional Engineer in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the Sr. Divl. Engineer/Divisional Engineer concerned from time to time
- 43 No claim of any kind whatsoever shall be entertained if the execution of any item of the work is held up for want of approval of plans or designs or late supply of such materials to be arranged by the Railway.
44. All works shall be done strictly in accordance with the approved drawings/plans and no deviation/departure shall be made by the contractor without the orders of Sr. Divl. Engineer/Divisional Engineer given to him in writing.
- 45 (a) The contractor shall be entirely responsible for all structural and any other damages to property and for injuries caused by work to his workman, the persons, animals or things and shall indemnify the Railway in respect thereof.
- (b) Contractor shall be entirely responsible for all works carried out by him until it is finally taken over by the Railway and he will be liable to be called upon to make good any damage or loss which may occur to the building and work by inclemency of the weather floods etc. or due to any other cause(s) during the entire period until the work is taken over.
- 46 Where there is no godown of the IOW, all such Rly. Material(s) will be handed over to the contractor at the Rly station building where quarters are to be constructed/work is to be executed and the contractor(s) will make his own arrangements for transporting them to the site of work. No lead, lift etc. from the station building to the site of works will be paid by Railway and the rates quoted for the work should include all such charges.
- 47 The contractor shall arrange his own plants such as concrete mixtures and vibrators for concrete etc.
- 48 The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.
- 49 No earth rubbish or refuse will be allowed to be dumped in the Railway area.
- 50 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within 7 days of the measurement taken by the Engineer as aforesaid and that any claim made after 7 days' time after taking such measurement shall be deemed to have been waived by him.
- 51 The security money shall be refunded to the contractor after expiry of stipulated maintenance period from the certified date of the completion of work and on receipt of 'No Claim Certificate' from the Assistant Engineer/DEN concerned. During this period the contractor shall maintain the work and shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Engineer/DEN. The contractor shall have to out work at the site fixed by the Railway representative if any.
- 52 At such of the locations where contractor road vehicle are permitted to play adjacent to the running lines an experienced gangman shall be posted as flagman at the cost of the contractor to prevent accidents.
- 53 Settlement of the dispute pertaining to the above contract shall be dealt as per the relevant clauses of the General Condition of the Contract. Extract of some of the relevant clauses of the general condition of Contract is enclosed in the tender document for ready reference.
- 54 The Divisional Railway Manager reserve to himself the right at any time after the acceptance of tender to keep back from the contract otherwise or by other agency for any portion of the work as he may think without assigning any reason.
- 55 In case any contradiction in the tender document, the conditions of GCC-2022 will supersede in all cases except Special Conditions of Contract.
- 56 Railway may deploy PMC in place of railway representative for monitoring/inspection of work. The tenderer should follow the instructions and direction given by PMC as per their duty/ authority given by Railway.
- 57 If required, the testing of samples may be done from outside agency/ laboratory approved by Railway. The list of approved agencies/laboratories is as given below. All the lab testing charges will be paid by the contractor.

**List of Approved laboratories for testing of Engineering Materials.**

**(Authority- CE/SD/NCR/PRYJ Letter No. 291.W/29/QC/Policy/Works/834 dated 25.04.2025).**

**A list of approved laboratories for testing of materials is as under:**

1. Moti Lal Nehru Regional Engineering College, Allahabad
2. Institute of Engineering and Rural Technology, Allahabad
3. CSP/N.C. Rly./Subedarganj, Allahabad
4. IIT (BHU), Varanasi
5. KNIT, Sultanpur
6. HBTI, Kanpur
7. IIT, Kanpur
8. Material Test Laboratory, Civil Engg. Deptt., AMU, Aligarh
9. National Test House, Kamala Nehru Nagar, Ghaziabad
10. IIT, Delhi
11. Delhi College of Engineering, Delhi
12. Sri Ram Test House, Delhi.
13. Faculty of Engineering, Dayalbagh Educational Institute, Dayalbagh, Agra
14. Madhav Institute of Technology, Gwalior
15. Bundelkhand Institute of Technology, Jhansi
16. Forest Research Institute, Dehradun (For woodwork)
17. Any NABL approved laboratories.

**For any addition/deletion in the above list, approval of HQ (CE/SD) has to be obtained.**

Contractor is free to get the material tested from any of the above laboratories, with prior approval of Engineer's representative which will be final. For specific specialized items, tests not being done in above laboratories, decision will be taken by Sr. DEN/DENs, on reference from contractor.

For Divisional Railway Manager (Engg),  
North Central Railway, Prayagraj

I agree to abide by the terms and conditions mentioned as Clause 1 to 57 above as well as the General Conditions of Contract and Standard Specification of the North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.

For Divisional Railway Manager (Engg),  
North Central Railway, Prayagraj

**As per Railway Board letter No 2018/CE-I/CT/9 dated 04.06.2018 the following tender condition is included:**

- (i) 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.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be a sight LC
  - (b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
  - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be 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 and against all losses, 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 relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of 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 A 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 to the Railway's Bank (Local SBI Branch).
  - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

- (n) Any number of bills can be dealt within one I.C, 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. \_

Dated

*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 months (LC Amount)*
- x. *Beneficiary bank details:*
  - a) *Bank name*
  - b) *Address*
  - c) *Account No.*
  - d) *IFSC code*
- xi. *Validity/Period for which LC is to be opened.*

*It is certified that the 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 of authorized Railway authority)

Name

Designation

Official Seal

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: \_\_\_\_\_

## 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/ WORKS 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...\$\$\$....(FROM ABSTRACT OF BILL PASSED)....out of a total LC amount of INR... (FROM MASTER TABLE OF LC OPENED).....against the first/second\*commercial Invoice No.(FROM IPAS) \_\_\_\_\_ dated \_\_\_\_\_ FROM IPAS \_\_\_\_\_ for INR (FROM IPAS) ----- raised against the above contract from State Bank of India----- (branch-FROM LC MASTER TABLE)---on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

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

THIS PAYMENT;- \_\_\_\_\_ \$\$\$\$ \_\_\_\_\_

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorized Railway authority)

Name  
Designation  
Official Seal

For Divisional Railway Manager,  
North Central Railway, Prayagraj

I agree to abide by the terms and conditions mentioned as **Clause 1 to 56** above as well as the General Conditions of Contract and Standard Specification of the North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.

Signature of Tenderer (s)

## SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four verticals.
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
2. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.  
  
The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
5. **Before any demolition work is commenced and also during the process of the work:**
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
6. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
  - (a) Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.
  - (b) These engaged in white washing and mixing or attacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
  - (d) Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.



- 6A. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
7. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
8. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:
- (a) (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
- (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (b) Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
- (c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
9. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
10. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
- 10 (a) The work above Railway track and in the vicinity of track should be carried out under safety precautions issued by PCE safety circular issued on the subject.
11. **Use of explosives:**
- Explosive shall not be used on the work or brought to the site by the contractor without the written permission of the Engineer. After such permission is given, the explosives will be stored and used as per extant explosive rules of the Government of India/State Government.

12. These safety provisions should be brought to the notice of all concerned, display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor.
13. To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer-in-charge of the Department or their representative.
14. **Precautions while working in the vicinity of track:**
  - (a) When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to program his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
  - (b) \*In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contract or the operation of any other act or Rule in force in the Republic of India.

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## **SPECIAL CONDITIONS FOR BRAND OF MATERIALS**

(Authority: CVO/Engg./NCR letter No.20201201145/PC/V2/N/ALD dated 14.09.2021  
& Chief Engineer/Works/NCR's letter No.291-W/O/QC/Policy dated 22.03.2022)

Under the system improvement over NCR, an exhaustive list of following Branded materials to be used in the tenders of Works contract is as under for implementation. This branded item list will invariably be applicable in all the tenders in which the tender schedule has been prepared based on CPWD-DSR with exceptions as given below.

- (i) If certain isolated sections of structural steel, not being rolled by ISPs/ is required in very small quantity, the same can be procured from the authorized re-roller of ISPs or authorized licenses of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on case-to-case basis for this purpose.
- (ii) In case of non-availability of other material at a particular time of brands appearing in NCR list and for which RDSO approved list is not available, Engineer in charge can permit supply of material from brands having similar reputation.

### **LIST OF BRANDED MATERIAL OF NORTH CENTRAL RAILWAY IN WORKS TENDER:**

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
1	ORDINARY PORTLAND CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.	Nil	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
2	PORTLAND POZZOLONA CEMENT (GREY) (43 GRADE)	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.	Nil	ACC, ULTRATECH, VIKRAM, SHREE CEMENT, AMBUJA, JAYPEE CEMENT, CENTURY CEMENT & J.K. CEMENT.
3	WHITE CEMENT	J.K. WHITE, JAIPUR SUPREME PACKAGING PVT. LTD. ULTRATECH CEMENT LIMITED	Nil	J.K. WHITE, JAIPUR SUPREME PACKAGING PVT. LTD., ULTRATECH CEMENT LIMITED.
4	REINFORCEMENT STEEL	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.	Nil	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD. AND JSW STEEL LTD.
5	ADMIXTURES	CICO, FAIRMATE, HIND PLAST SUPER, SUPAPLAST, SIKA	Nil	CICO, FAIRMATE, HIND PLAST SUPER, SUPAPLAST, SIKA
6	WATER PROOFING COMPOUND	FOSROC, CICO, KRYTON, BUILDMATE, PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKA	Nil	FOSROC, CICO, KRYTON, BUILDMATE, PIDLITE, PRIYA ENTERPRISES, FAIRMATE, SIKA
7	AUTOCLAVED AERATED BLOCKS	BILTECH, ECO GREEN, FINECRETE, J.K. LAKSHMI CEMENT LTD.	Nil	BILTECH, ECO GREEN, FINECRETE, J.K. LAKSHMI CEMENT LTD.

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
8	POLYMER MODIFIED ADHESIVE FOR AAC BLOCKS	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH, SIKA.	Nil	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH, SIKA.
9	FACTORY MADE PANELLED & WIRE GAUGE WOODEN DOOR/ WINDOW SHUTTERS.	M/S JAIN WOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY, ASTIMBER	Nil	M/S JAIN WOOD INDUSTRIES, KUTTY DOORS, SAMRAT PLYWOOD, NEW JAGDAMBA DOORS, MERINO, KITPLY, ASTIMBER
10	FLUSH DOOR SHUTTERS	KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS, JAIN WOOD INDUSTRIES, MERINO, MINIMAX, CENTURY, AS TIMBER.	Nil	KUTTY FLUSH DOOR, SAMRAT LAMINATE, NATIONAL PLYWOODS, JAIN WOOD INDUSTRIES, MERINO, MINIMAX, CENTURY, AS TIMBER.
11	BLOCK BOARD	MERINO, MINIMAX, NATIONAL, ARCHIDPLY, CENT PLY, JAYNA, CENTURY.	Nil	MERINO, MINIMAX, NATIONAL, ARCHIDPLY, CENT PLY, JAYNA, CENTURY.
12	LAMINATES	SAMRAT, VIRGO, MERINO, ARCHIDPLY, CENTURY LAMINATES, GREENLAM	Nil	SAMRAT, VIRGO, MERINO, ARCHIDPLY, CENTURY LAMINATES, GREENLAM
13	PRE-LAMINATED PARTICLE BOARD	ARCHIDPLY, CENTURY PLY BOARDS, BALAJI ACTION BUILDWELL, ECOBOARD	Nil	ARCHIDPLY, CENTURY PLY BOARDS, BALAJI ACTION BUILDWELL, ECOBOARD
14	PARTICLE BOARD (MEDIUM DENSITY)/ VENEERED PARTICLE BOARD	CENTURY PLYBOARDS (INDIAN) LTD., BALAJI ACTION BUILDWELL, EVERGREEN BOARDLAM, ECOBOARD INDUSTRIESLTD.	Nil	CENTURY PLYBOARDS (INDIAN) LTD., BALAJI ACTION BUILDWELL, EVERGREEN BOARDLAM, ECOBOARD INDUSTRIESLTD.
15	PRE-LAMINATED MEDIUM DENSITY FIBRE BOARD	CENTURY PLYBOARDS, GREEN PLY, BALAJI ACTION BUILDWELL	Nil	CENTURY PLYBOARDS, GREEN PLY, BALAJI ACTION BUILDWELL
16	OMS/ MS DOOR FITTINGS	ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURING COMPANY, MANU ENGINEERING COMPANY, M.C. MOWJEE & CO., SHRI GANPATI DOORS	Nil	ASHISH, AGGARWAL STEELS, DOOR DEVICES MANUFACTURING COMPANY, MANU ENGINEERING COMPANY, M.C. MOWJEE & CO., SHRI GANPATI DOORS
17	ANODISED/ ZINC ALLOY/ ALUMINIUM HARDWARE DOOR/ WINDOW FITTINGS	PULSE, SAVIO, HOPPE, ALUTECH	Nil	PULSE, SAVIO, HOPPE, ALUTECH
18	FRP DOOR FRAMES & SHUTTERS	ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO.	Nil	ASHISH INDUSTRIES, JAYNA, SAINIK (CENTURY PLYWOOD), SELECTED PRODUCTS CO.

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
19	WIDOWS BLINDS	VISTA, MAC, HUNTER, DOUGLAS, DE-DÉCOR	Nil	VISTA, MAC, HUNTER, DOUGLAS, DE- DÉCOR
20	STRUCTURAL STEEL SUCH AS MS FLATS, SQ. BARS ANGLES ETC.	SAIL, TATA STEEL, RINL, JINDAL STEEL &POWER LTD. AND JSW STEEL LTD.	Nil	SAIL, TATA STEEL, RINL, JINDAL STEEL &POWER LTD. AND JSW STEEL LTD.
21	MILD STEEL DOOR, WINDOWS & VENTILATORS MANUFACTURERS	FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM	Nil	FRIENDS MANUFACTURING COMPANY, KOTKAPURA, PD INDUSTRIES, SHAKTI INDUSTRIES, STEELMAN INDUSTRIES, SKS STEEL INDUSTRIES, SHIVAM
22	PRESSED STEEL DOOR FRAMES MANUFACTURERS	KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS.	Nil	KRISHNA STEEL FABRICATOR SIRSA, LAXMI STEEL WORKS BAHADURGARH, ASHISH INDUSTRIES GHAZIABAD, ASHWANI & SONS.
23	HOLLOW STEEL SECTIONS	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.	Nil	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
24	STEEL TUBES FOR STRUCTURAL STEEL	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.	Nil	JINDAL INDUSTRIES HISAR, TATA STEEL, STEEL & METAL TUBES (INDIA) PVT. LTD.
25	DASH/ ANCHORING FASTENERS, BOLTS, SCREWS AND NUTS.	HILTI, FISCHER, CKW, ATUL, PRIYA	Nil	HILTI, FISCHER, CKW, ATUL, PRIYA
26	STAINLESS STEEL RAILING	DORMA, KICH, OM STEEL, D- LINE.	Nil	DORMA, KICH, OM STEEL, D-LINE.
27	CHEQUERRED PRE- CAST CC TILES	NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC.	Nil	NTC, SWASTIK TILE, POOJA CONCRETE FABRICATORS, GTC.
28	CERAMIC TILES	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.	Nil	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
29	VITRIFIED TILES	SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.	Nil	PODDAR, SOMANY, KAJARIA, ORIENTBELL, RAK, ASIAN GRANITO INDIA LTD.
30	ADHESIVE/ GROUTING FOR USE WITH TILES	FERROUS CRETE, MYK LATICRETE, ARDEX EDURA, FAIRMATE, DURA BUILD CARE, SIKKA	Nil	FERROUS CRETE, MYK LATICRETE, ARDEX EDURA, FAIRMATE, DURA BUILD CARE, SIKKA

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
31	UNPLASTIC ISED RIGID PVC PIPE & FITTINGS	SUPREME, FINOLEX, PRINCE, KISAN, DIPLAST.	Nil	SUPREME, FINOLEX, PRINCE, KISAN, DIPLAST.
32	FALSE CEILING- GYPSUM	SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD	Nil	SAINT GOBAIN, VANS GYPSUM, USG BORAL, LLYOD
33	FALSE CEILING- METAL	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS, GYPTech	Nil	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS, GYPTech
34	FALSE CEILING- CALCIUM SILICATE	HILUX, AEROLITE, ARMSTRONG	Nil	HILUX, AEROLITE, ARMSTRONG
35	FALSE CEILING- MINERAL FIBRE	ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN.	Nil	ARMSTRONG, DEIKEN, DEXUNE, SAINT GOBAIN.
36	ACCOUSTIC: GLASS / WOODEN FIBRE FALSE CEILING AND WOODEN/ FABRIC WALL LINING	ARMSTRONG, DEXUNE, ACCOUSTIBLOK, HIMALYAN ACOUSTICS, ANUTONE, GYPTech	Nil	ARMSTRONG, DEXUNE, ACCOUSTIBLOK, HIMALYAN ACOUSTICS, ANUTONE, GYPTech
37	FALSE CEILING- ALUMINIUM POWDER COATED	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS	Nil	ARMSTRONG, DEXUNE, SAINT GOBAIN, HUNTER DOUGLAS
38	OIL BOUND DISTEMPER/ ACRYLIC DISTEMPER	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIAN PAINTS) , MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).	Nil	NEROLAC ACRYLIC DISTEMPER, TRACTOR ACRYLIC DISTEMPER (ASIAN PAINTS) , MAXILITE ACRYLIC DISTEMPER (ICI), BISON ACRYLIC DISTEMPER (BERGER).
39	INTERIOR EMULSION/ PLASTIC EMULSION	DULUX ACRYLIC EMULSION/ SOLITAIRE A- 1000 (ICI), APCOLITE PREMIUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER)	Nil	DULUX ACRYLIC EMULSION/ SOLITAIRE A-1000 (ICI), APCOLITE PREMIUM EMULSION (ASIAN), BEAUTY GOLD (NEROLAC), SILK (BERGER)
40	ACRYLIC SMOOTH EXTERIOR PAINT	APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI), EXCEL (NEROLAC), WEATHERCOAT ALL GUARD (BERGER)	Nil	APEX ULTIMA (ASIAN), DULUX WEATHERSHEILD MAX (ICI), EXCEL (NEROLAC), WEATHERCOAT ALL GUARD (BERGER)
41	DRY DISTEMPER	NEROLAC, BERGER, ASIAN PAINTS, ICI, JENSON & NICHOLSON (J&N)	Nil	NEROLAC, BERGER, ASIAN PAINTS, ICI, JENSON & NICHOLSON (J&N)
42	SYNTHETIC ENAMEL PAINTS	DULUX HI-GLOSS (ICI), APCOLITE PREMIUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI-GLOSS (BERGER)	Nil	DULUX HI-GLOSS (ICI), APCOLITE PREMIUM GLOSS (ASIAN), NEROLAC HIGH GLOSS (NEROLAC), LUXOL HI- GLOSS (BERGER)

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
43	WOOD PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI	Nil	NEROLAC, BERGER, ASIAN PAINTS, ICI
44	STEEL PRIMER	NEROLAC, BERGER, ASIAN PAINTS, ICI	Nil	NEROLAC, BERGER, ASIAN PAINTS, ICI
45	EXTERIOR WALL PRIMER	EXTERIOR NEROLAC PRIMER, EXTERIOR BERGER PRIMER, EXTERIOR ASIAN PAINTS PRIMER, EXTERIOR ICI PRIMER	Nil	EXTERIOR NEROLAC PRIMER, EXTERIOR BERGER PRIMER, EXTERIOR ASIAN PAINTS PRIMER, EXTERIOR ICI PRIMER
46	WALL PUTTY (WHITE CEMENT BASED)	BIRLA WALL CARE, JK WHITE	Nil	BIRLA WALL CARE, JK WHITE
47	POLYMER MODIFIED SELF CURING PLASTER	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH	Nil	MYK LATICRETE, FERROUS CRETE, ARDEX ENDURA, ULTRATECH
48	PAVER/ GRASS PAVER BLOCKS & KERB STONES	NATIONAL TILES CORPORATION, METRO PAVERS, KRISHNA TILES, POOJA CONCRETE FABRICATORS, DALAL TILES.	Nil	NATIONAL TILES CORPORATION, METRO PAVERS, KRISHNA TILES, POOJA CONCRETE FABRICATORS, DALAL TILES.
49	VITREOUS CHINA SANITARY WARE	HINDWARE, CERA, PARRYWARE, JOHNSON PEDDER, SOMANY.	Nil	HINDWARE, CERA, PARRYWARE, JOHNSON PEDDER, SOMANY.
50	PLASTIC FLUSHING CISTERN FOR WC AND URINALS	JINDAL, STEEL BIRD, SEEMLINE, VIKRAM PLASTIC, PRAYAG POLYMERS (P) LTD.	Nil	JINDAL, STEEL BIRD, SEEMLINE, VIKRAM PLASTIC, PRAYAG POLYMERS (P) LTD.
51	PLASTIC SEAT COVER OF W.C.	AJANTA POLYMERS, JINDAL MALPINE, JAIN POLYMERS	Nil	AJANTA POLYMERS, JINDAL MALPINE, JAIN POLYMERS
52	STAINLESS STEEL SINK	ALLEX, JAYNA, JMD INTERNATIONAL, STEEL CRAFT	Nil	ALLEX, JAYNA, JMD INTERNATIONAL, STEEL CRAFT
53	MIRROR GLASS	ATUL, MODIGUARD, GOLDEN FISH	Nil	ATUL, MODIGUARD, GOLDEN FISH
54	CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, BENGAL IRON, DURGAPUR ISPAT UDYOG, SINGHAL IRON FOUNDRY (SKF), KAPILANSH DHATU UDYOG PVT. LTD., RPMF, HIF.	Nil	NECO, BENGAL IRON, DURGAPUR ISPAT UDYOG, SINGHAL IRON FOUNDRY (SKF), KAPILANSH DHATU UDYOG PVT. LTD., RPMF, HIF.
55	HUBLESS CENTRIFUGALLY CAST (SPUN) IRON PIPES	NECO, RAJ PATTERN MAKERS & FOUNDERS, SINGHAL IRON FOUNDRY (SKF).	Nil	NECO, RAJ PATTERN MAKERS & FOUNDERS, SINGHAL IRON FOUNDRY (SKF).
56	CP FITTINGS & ACCESSORIES	JAQUAR, HINDWARE, PRIMA, JAINKO, CERA,	Nil	JAQUAR, HINDWARE, PRIMA, JAINKO, CERA,
57	BRASS STOP & BIB COCK	DHAWAN SANITARY UDYOG, JAINKO, SHAKTI, VARDHMAN INDIA PRODUCTS	Nil	DHAWAN SANITARY UDYOG, JAINKO, SHAKTI, VARDHMAN INDIA PRODUCTS

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
58	FERRULES FOR WATER SUPPLY	HIND METAL WORKS, KRITIKA, DRP, SHAKTI	Nil	HIND METAL WORKS, KRITIKA, DRP, SHAKTI
59	BALL COCK WITH ROD	RESP FAUCET INDUSTRIES, DHAWAN SANITARY UDYOG, NEW METAL WORKS, KPR, PRAYAG.	Nil	RESP FAUCET INDUSTRIES, DHAWAN SANITARY UDYOG, NEW METAL WORKS, KPR, PRAYAG.
60	POLYETHYLENE WATER STORAGE TANK	SINTEX, VECTUS, KAVERI	Nil	SINTEX, VECTUS, KAVERI
61	STONEWARE PIPES & GULLY TRAPS	SORKHI INDUSTRIES, RK INDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND	Nil	SORKHI INDUSTRIES, RK INDUSTRIES, NAVNEET, MOLI CERAMICS, OCR, ANAND
62	PRE-CAST CONCRETE PIPES (NON- PRESSURE)	RAMNIK, BFSP, JAGDAMBAY SPUN PIPE, GURKIRPA SPUN PIPES	Nil	RAMNIK, BFSP, JAGDAMBAY SPUN PIPE, GURKIRPA SPUN PIPES
63	GI PIPE	JINDAL (HISSAR), TATA, BST, BHUSHAN POWER STEEL	Nil	JINDAL (HISSAR), TATA, BST, BHUSHAN POWER STEEL
64	GI FITTINGS	UNIK, AVR, ZOLOTO, SANT, HBI, C-BRAND, NVR	Nil	UNIK, AVR, ZOLOTO, SANT, HBI, C- BRAND, NVR
65	C-PVC PIPE	PRINCE, JINDAL (FLOWKEM), ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX.	Nil	PRINCE, JINDAL (FLOWKEM), ASTRAL, AJAY POLYMERS, SUPREME, FINOLEX.
66	GUN METAL GATE, GLOBE, CHECK VALVES & NON- RETURN VALVES	LEADER, ZOLOTO, SANT, RAJAN METAL INDUSTRIES, H.B. METALS, HVI, NVR.	Nil	LEADER, ZOLOTO, SANT, RAJAN METAL INDUSTRIES, H.B. METALS, HVI, NVR.
67	CENTRIFUGALLY CAST (SPUN) IRON PIPES (CLASS LA).	TRU FORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METAL CASTINGS.	Nil	TRU FORM ENGINEERS, KAPILANSH, ELECTROSTEEL, HITECH METAL CASTINGS.
68	C.I. SLUICE VALVES & REFLEX VALVES	ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, RATAN INDUSTRIAL CORPORATION, HVI, NVR.	Nil	ZOLOTO INDUSTRIES, SANT VALVES, AMCO INDUSTRIES, KIRLOSKAR, RATAN INDUSTRIAL CORPORATION, HVI, NVR.
69	STAINLESS STEEL PIPES & FITTINGS	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,	Nil	JINDAL STAINLESS STEEL, OM STEEL GROUP, V STEEL, VIEGA, RAMPART INDIA PVT. LTD.,
70	DUCTILE IRON PIPES & FITTINGS	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM	Nil	JINDAL SAW LTD, ELECTRO STEEL, CHANDRANCHAL INFRA, ELECTROTHERAM
71	C.I./ D.I. MANHOLE COVERS & FRAMES	SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDERANCHAL	Nil	SWASTIKA ENTERPRISES, BENGAL IRON CORPORATION, NECO, BINAY UDYOG, CHANDERANCHAL
72	WATER REPELLANT SILANE CHEMICAL	PIDILITE, FERROUS CRETE, ARDEX ENDURA	Nil	PIDILITE, FERROUS CRETE, ARDEX ENDURA



SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
73	ALUMINUM SECTIONS	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.	Nil	HINDALCO, JINDAL, INDIAN ALUMINIUM CO.
74	BASIC/ TOUGHENED ETC. GLASS	SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON.	Nil	SAINT GOBAIN, ASAHI, MODI, GOLD PLUS GLASS, PILINGTON.
75	APPROVED PROCESSORS FOR PERFORMANCE GLASS/ TOUGHENED GLASS/ HERMETICALLY SEALED/ LACQUERED GLASS etc.	ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS.	Nil	ART & GLASS, MIRAGE TOUGHENED GLASSES (P) LTD., AAR PAR GLASS, VERMA GLASS.
76	Plywood/ Veneer	Green Ply, Century, Merino, Duro, Durian.	Nil	Green Ply, Century, Merino, Duro, Durian.
77	Melamine Polish	Asian Paints Melamine Gold, Wudfin of Pidilite, Timbertone of ICI Dulux.	Nil	Asian Paints Melamine Gold, Wudfin of Pidilite, Timbertone of ICI Dulux.
78	Floor Spring	Godrej, Dorma, Dorset, Kich.	Nil	Godrej, Dorma, Dorset, Kich.
	(a) Aluminum section	Hindalco, Jindal, Indian Aluminium Co.	Nil	Hindalco, Jindal, Indian Aluminium Co.
	(b) Anodized Aluminum Hardware (Heavy Duty)	Kilong, Alualpha, Ebco, Classic.	Nil	Kilong, Alualpha, Ebco, Classic.
79	Polyester Powder Coating Shades	NEROLAC, BERGER, J&N	Nil	NEROLAC, BERGER, J&N
80	Clear/ Float/ Frosted/ Refractive/ Coated Glass	Saint Gobain, Modiguard, Ashai Float.	Nil	Saint Gobain, Modiguard, Ashai Float.
81	Aluminum composite Panels	Reynobond, Alpolic, Aluco Bond	Nil	Reynobond, Alpolic, Aluco Bond
82	Friction Stay Hinges	Earl-Bihari, Ebco, Rotoor approved equivalent	Nil	Earl-Bihari, Ebco, Rotoor approved equivalent
83	EPDM Gasket	Hanu/ Anand, Raven, Zero.	Nil	Hanu/ Anand, Raven, Zero.
84	Silicon Based water repellent/ weather sealant	G.E. Plastics, Dow Corning, Wacker, BASF, Pidilite (Dr. Fixit/Roff)	Nil	G.E. Plastics, Dow Corning, Wacker, BASF, Pidilite (Dr. Fixit/Roff)
85	EPS	Snow pack Polymers, Reliable Insupacks, Fairmate	Nil	Snow pack Polymers, Reliable Insupacks, Fairmate
86	Cement Based wall putty	Birla Wall care, JK white	Nil	Birla Wall care, JK white
87	1st Quality Acrylic Distemper (washable/Ready mix/Low VOC)	Asian Paints (Tractor Aqua Lock Paint) Berger: Commando Or Equivalent paints of Nerolac or ICI-Dulux.	Nil	Asian Paints (Tractor Aqua Lock Paint) Berger: Commando Or Equivalent paints of Nerolac or ICI-Dulux.

SN	Name of Product/ Material	CPWD Brand Names	Railway Brand Name	Proposed brand Name for Railway
88	Premium Acrylic Emulsion Paints (Interior)	Asian Paints (Royale Luxury Emulsion) Nerolac: Impression Berger: Silk ICI-Dulux: Velvet touch.	Nil	Asian Paints (Royale Luxury Emulsion) Nerolac: Impression Berger: Silk ICI-Dulux: Velvet touch.
89	Premium Acrylic Smooth Exterior Paints with Silicon Additive.	Asian Paints (Apex Ultima) Nerolac: XL Total Berger: Weather Coat all guard ICI-Dulux: Weather Shield Max	Nil	Asian Paints (Apex Ultima) Nerolac: XL Total Berger: Weather Coat all guard ICI-Dulux: Weather Shield Max
90	Cement Primer	Nerolac, Berger, BP White (Beger), Decoprime WT (Asian), White primer (ICI).	Nil	Nerolac, Berger, BP White (Beger), Decoprime WT (Asian), White primer (ICI).
91	Epoxy Paint	Asian, Nerolac, Berger, ICI, Kansai Akzo Nobel.	Nil	Asian, Nerolac, Berger, ICI, Kansai Akzo Nobel.
92	G.I. Fittings	Unik, AVR, Zoloto, KS, AMCO	Nil	Unik, AVR, Zoloto, KS, AMCO
93	Float Valve	IVC, Leader, Prayag, Kalsi Pump Pvt. Ltd., Dhawan Sanitary Udyog (Prima)	Nil	IVC, Leader, Prayag, Kalsi Pump Pvt. Ltd., Dhawan Sanitary Udyog (Prima)
94	Gun metal Valves, globes	Leader, Zoloto, Kilburn, CIM Valves, Sant, ANNAPURANA	Nil	Leader, Zoloto, Kilburn, CIM Valves, Sant, ANNAPURANA
95	Brass stop & Bib Cock	Zoloto, Sant, L&K, Leader, JAINKO, Kalsi Pump Pvt. Ltd., Dhawan Sanitary (PRIMA)	Nil	Zoloto, Sant, L&K, Leader, JAINKO, Kalsi Pump Pvt. Ltd., Dhawan Sanitary (PRIMA)
96	Non-Return valve (Check valve) ½" to 1¼"	Kalsi Pumps Pvt. Ltd. Zoloto, Annapurna	Nil	Kalsi Pumps Pvt. Ltd. Zoloto, Annapurna
97	Stainless steel sliding door bolts	Dorma or Geze or Hafele	Nil	Dorma or Geze or Hafele
98	White vitreous china Wall Mounted type water closet (European Type W C. pan)	Jaquar, Hindware, Cera	Nil	Jaquar, Hindware, Cera
99	3/6 litre slim wall mounted concealed cistern with dual flushing cistern	Jaquar, Hindware, Cera	Nil	Jaquar, Hindware, Cera
100	Flushing plate of with flush pipe	Jaquar, Hindware, Cera	Nil	Jaquar, Hindware, Cera
101	White vitreous china flat back half stall urinal.	Jaquar, Hindware, Cera	Nil	Jaquar, Hindware, Cera

***NOTE: The brand of materials mentioned in above TABLE is final and for these items if any other brand of the materials mentioned in tender document, those brands will not be permitted to use during execution of works.***

# **SPECIAL CONDITIONS OF CONTRACT-I**

Tender Notice No: 4620262027

Dated: 24.06.2026

Tender No. – 111

Name of Work : Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

- 1.0 Tenderer must refer all the attached documents along with this tender, regarding necessary guidelines/ execution/ specification of the work.
- 2.0 The design and construction will be done in terms of IRS and IS specifications.
  - a) The specifications mentioned herein bid document should be prime governing.
  - b) Where there is conflict between IRS and IS specification, IRS specifications shall prevail.
  - c) Where there is no provision of specification in IRS, the IRC conditions shall be referred to and followed.
  - d) For items not covered in IRS/IRC specification, BS 5400 part 1 to 10 may be followed.
  - e) **The decision of Sr. DEN/Engineer In-charge of the project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the special condition regarding site data and specifications OR any condition of this tender and no claim whatsoever shall be entertained on this account by the Railways.**
  - f) Apart from the site data, specifications etc. all items of works shall be governed by the following codes as Revised/Corrected/Amended up to the time of submission of tender/negotiated cost for acceptance.
    - i) Indian Railway Unified Standard Schedule of Rates **NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/ CPWD-DSR-2023 (whichever is applicable)** - with errata and correction slip up to date.
    - ii) Indian Railways Unified Standard Specification (IRUSS) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract and 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.
    - iii) North Central Railway Engineer department work hand book Pt-I Regulation for tenders and contract, NCR/GCC.
    - iv) IS code of practice for plain and reinforced concrete for general building construction (IS: 456 –2000 revised with a amendments up to date).
    - v) IS code of practice for use of structural steel in plain and reinforced concrete for general building construction (IS: 800 – 1984 revised).
    - vi) North Central Railway/Northern Railway CE's circulars.
    - vii) IRS Code of practice for plain, reinforced and prestressed concrete for general bridge construction-2004 revised with correction slip up to date.
    - viii) IRS Bridge sub-structure & foundation code-2004 revised with correction slip up to date.
    - ix) IS: 9103 Admixture for concrete.
    - x) IS : 383 fine and coarse aggregate for concrete.
    - xi) IS: 2386 tests for aggregate
    - xii) IS : 269 OPC grade 33
    - xiii) IS : 8112 OPC grade 43.
    - xiv) IS : 12269 : OPC grade 53
    - xv) IS : 10262 : design mix concrete.

- 3.0 The tenderers must have a sound engineering organization and experience of having executed large works of the nature and magnitude similar to the work being tendered for and should submit details and certificates in support of the same along with the tender.
- 4.0 **SITE VISIT:**
- 4.1 The tenderers are advised to visit the site of work before tendering for proper appreciation of site conditions.
- 5.0 **PLAN UNDER WHICH THE WORKS ARE TO BE CARRIED OUT.**
- 5.1 The drawings for the works can be seen in the office of DRM/ North Central Railway, Allahabad. These drawings are meant for general guidance only and in terms of Clause 7 of Special Tender condition and instructions to tenderers. Railway may suitably modify them without making the Railway's liable for any claims on account of such changes or delay in Modification of them.
- 6.0 **PLAN/REINDORCED CEMENT CONCRETE WORKS:**
- 6.1.1. In addition to the routine test, special tests on work will be carried out wherever required by the site engineer. The cost of these tests will be borne by the contractor.
- 6.2. **REINFORCEMENT STEEL:**
- 6.2.1 Test certificates for steel before use as per latest relevant IS specifications will be furnished by the contractor at his own cost from the manufacturer or the laboratories approved by the Engineer-in-charge.
- 6.2.2 Railway will also take samples during the course of work and get the steel tested to ascertain their conformity to the IS specifications at contractors' cost before a particular lot is put to use. Frequency of the testing shall be as prescribed by relevant IS code.
- 6.2.3 Steel having unit weights per meter not falling within the tolerances specified in above IS code shall not be accepted.
- 6.2.4 Reinforcement shall be either with M.S. Round or Cold twisted deformed bars like TOR steel as decided by the Engineers.
- 6.2.5 It shall be the responsibility of the contractor to clean the reinforcement bars with sunny bags, if they are coated with light rust or other impurities. No extra payment will be made on this account.
- 6.2.6 Welding of reinforcement will not be permitted except in special circumstances under the written approval of Engineer-in-charge.
- 6.2.7 Binding wire of approved quality shall be arranged by the contractor himself at his own cost and Rates for RCC work shall include cost of this item of work.
- 6.2.8 For the purpose of calculating weight of reinforcement bar/structural steel consumed for the work for payment, standard unit weight of reinforcement bar/structural steel or the actual weight whichever is less will be multiplied by the total length of the reinforcement bar/structural steel.
- 7.0 **PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATION:**
- 7.1 At such of the locations where contractor/s road vehicles are permitted to ply adjacent to the running lines and yard, an experienced Gang Man shall be deputed as flagmen at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- 7.2 If the work to be executed is in proximity or the running Railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the Engineer or his authorized representative. No Claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the operation or for any other reasons on this account.
- 7.3 The contractor shall take all precautionary measures in order to ensure protection of his own personal moving about or working on the Railway premises and shall have to confirm to the Rules and Regulation of Northern Railway. If the unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.

- 7.4 Within the station premises, especially on Passenger Platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accidents.
- 7.5 The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.
- 7.6 The contractor's employees and workers shall not for any reason operate and appliances or installation of the Railway concerning the safety of the trains movements but they should whenever necessarily notify to the qualified staff who will take necessary steps.
- 7.7 The contractors shall see that no damages is caused to Railway signaling and transmission wires, stations, installation, communication lines, electric devices, trains of any kind, fencing as well as any rolling stock and in general to all Railway installation and equipment in case of any damages is caused to these due to fault of the contractor and amount of expenses thus incurred will be recovered from the payments due to him.
- 7.8 The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the track on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper tool box before the labour proceeds for their homes. Tools issued should not be allowed to fall in and unwanted hand who can tamper with the Railway track.
- 7.9 The contractor shall employ one suitable supervisor to supervise the work site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's side is a must at the site of work.
- 7.10 Contractor shall provide 150 mm thick white line of lime at a distance of 3.5m from center of existing track. This white line shall be in the entire length where work is going on and or the vehicle/machinery are plying along the track. Nothing extra shall be paid for this.
- 7.11 Barricading with the help of portable fencing shall be provided in the length where the day work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be in 1.2m height. This will be placed at s distance 3.5m from central line of the nearest track. This shall not be paid separately. The tenderer/s should quote their rates of various items like earthwork/retaining wall accordingly.
- 7.12 Assistant officer/Sr. Scale officer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
- 7.13 The area between running line and white line shall not be permitted to be become slushy and adequate drainage must be ensured at all items.
- 7.14 Machine/vehicles shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m clear of track center shall be done in the presence of Railway employee authorized by Engineer-in-charge. The Railway employee so deputed shall ensure safety of the track, with banner flags, hand signal lamps and detonators.
- 7.15 If vehicles/machinery/materials are to come with in 3.5m of the existing track, the work must be done under the presence of an Inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
- 7.16 Normally Night working shall be avoided. The night working shall be permitted by ADEN/DEN in writing. One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately light. Nothing extra shall be paid for this.

**PENALTY DUE TO UNSAFE WORK:**

- i) In the event of accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor cost of all the losses/damages incurred to railway on this account would be recovered from the contractor.
- ii) Railway administration reserves the right to terminate the contract with immediate effect, if the contractor is found responsible for causing an accident without giving any further notice/s to the contractor/s.

- iii) In the event of contractor not completing work or leaving it unsafe at the end of day work that and if speed restrictions, is required to be imposed, track shall be attended to by the Railway administration immediately at the contractor's cost without any further notice. In addition to the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half-hour or part thereof shall also be recovered.
- iv) In the event of contractor starting the job without proper supervision causing accident, he may prosecute under Railway Act for unlawfully interfering with the Railway track in addition to the recovery of Rs.20000/- as penalty of every such cases, actual losses, compensation with damages to Railway property.

## **8.0 PROCUREMENT OF RAW MATERIALS:**

8.1 The steel and cement required for the work will have to be arranged by the contractor. The Railway shall not be responsible for any loss or any damage incurred by the contractor in connection with such procurement of materials or expeditious completion of the work.

8.2 Safe custody of the material at site is contractor's responsibility until completion of work done by the contractor.

### **8.3 STEEL.**

- a) Mild steel & medium tensile steel bar : IS 432-1982,
- b) Rolled steel made from structural steel : IS 2062
- c) High strength deformed steel bars : IS 1139-1966
- d) TMT bar : IS 1786-1979.

8.4 The Railway reserves the right to reject the whole or part of the supply, which in the judgment of the Railway does not comply with the requirements of the above mention IS/IRS code of the practice and drawings. The decision of the Railway in this regard shall be final and conclusive for all purposes in case of such rejection the contractor is bound to replace the material at his own cost.

### **8.5 INSPECTION OF MATERIALS:**

Inspection of materials like steel to be procured by the contractor will be carried out by the Railway or their nominees for which at least four-week notice must be given to the Railway or their nominee to enable him to arrange the necessary inspection.

8.7. Quality test certificate for steel & cement as per relevant IS Code or as desired by Engineers in charge shall be furnished by the contractor at his own cost from the manufacturer/test house before use in case of samples tested do not pass the quality tests conducted, the entire quantity of the batch of cement/steel supplied shall be rejected and returned to the contractor at his cost.

### **8.8. CERTIFICATION OF INSPECTION AND APPROVAL:**

Material shall not be used in any case in the work until and unless it is certified by the Engineer or their nominating writing that they have inspected the material and approved by them and the same is in accordance with IRS code of practice.

8.9. Facilities must be provided by the contractor to the Railway or its representative for inspection of the stores equipment and structure etc. at all stages during execution.

8.10. The contract rates shall also include the cost that may be necessary for stacking the materials, tools, plants, machinery etc. at site of work whether arranged by the contractor or issued by the Railway. The contractor/s shall ensure that the materials are not stacked on slope to the Railway track which may endanger the safety of trains and workmen.

## **9.0 TAXES CENTRAL, STATE, LOCAL:**

9.1 All the rates quoted should be deemed to include all taxes, direct levies under central or State or Local bodies Acts or Rules, octroi, royalties etc. and similar imports that may be prevailing from time to time in respect of land, structures and all materials supplied in the performance of this contract.

- 9.2.** Railway will have no responsibility for issue of Form 31 to the contractor for transportation of any material whatsoever from outside the state border. All such forms will have to be arranged by the contractor at his own cost/resources.
- 10. WATER:**
- The contractor shall be responsible for the arrangement to obtain supply of water necessary for the works at his own cost and rates quoted include the cost of wells or any other arrangement required to be made for procuring water and leading/transporting/conducting water to the site of work, irrespective of the distance from the source, Quality of water as to relevant IS specifications depending upon the type of work will have to be confirmed.
- 11.0. NOTICE TO PUBLIC BODIES:**
- 11.1.** The contractor/s shall give to the Municipality, Police and other authorities, all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be liable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night.
- 12.0 FIRST AID:**
- 12.1** The contractor shall maintain in a readily accessible site first aid appliance including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
- 13.0. TELEPHONE FACILITIES:**
- 13.1.** The contractor shall have to make his own arrangements for providing telephone facilities at the site of work at his own cost. The telephone facilities provided by the contractor shall be allowed to be used by the Railway staff without any charge.
- 14.0. RECORDS AND REGISTERS:**
- 14.1** The contractor shall maintain accurate record, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.
- The following registers will be maintained at site by the contractor/s
- i) **SITE ORDER REGISTER:**
- The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior Officers and
- ii) **CEMENT REGISTER:**
- This register will be maintained to accord daily receipt and issue of the cement duly indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.
- iii) **STEEL REGISTER:**
- This register will record the receipts of steel items and details of reinforcement and members, wherever steel is used.
- iv) **LABOUR REGISTER:**
- This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- v) **PLANT AND MACHINERY REGISTER:**
- This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.
- 15.0 GENERAL:**
- 15.1** The contractor/s are required to complete the works within the specified period as provided in agreement/works order. Railway is empowered to grant extension to the specified period provided in the order, falling within the financial limits of the powers during the currency of the contract, if considered the same as justified or with penalty as per General Condition of Contract, 2022.

- 15.2 Every possible fluctuation in the market rates of labour, material and General conditions and other such possibilities and every kind should be considered before quoting the rates and no claim due to any reasons whatsoever on this account will be entertained afterwards. Sale Tax or any other tax levied or livable by the Central or Sales tax of any other taxes of State Govt. or local bodies shall be borne by the contractor which should also be kept in view before tendering, as such taxes on contractor's labour and materials will not be paid by the Railway.
- 15.3 The contractor will be required to give no claim certificate at the time of signing the final bill. Thus, no claim certificate furnished by the contractor constitute special agreement under which contractor submits and acknowledged that no money is due to him in connection with executing of the particular contract by him. Thus, after the contractor has given no claim certificate and his final bill has been finalized to him, the contractor cannot ask for any more payment even if post audit records show that he had been paid less, hence after no claim certificate is given, the contractor cannot even ask for arbitration.
- 15.4 The contractor shall have to co-ordinate his work with other deptt. i.e. Electrical installation/signal interlocking work which may be related to other contractors or done departmentally. No claim of any kind whatsoever shall be entertained if the execution of any such work being also done by the department/contractor is held up due to their interference or as a result of delay in any of these works.
- 15.5 If any work ( whether temporary or permanent) or other materials, the value of which has been included in on account bills is destroyed or damaged or has/have for any other reasons to be replaced or restored by contractor, the value of the work or other materials destroyed may be recovered at any time from the contractor as debit due provide that no omission to deduct any amount due to the contractor and no payment made by the Railway to contractor after the aforesaid amount became due and recoverable shall on any ay prejudice or effect the right of the Railway to make such deductions at any time or otherwise to recover the amount as debit due.
- 15.6 No claim for extra payment shall be entertained on account of the interruption to work due to rain, floods or due to delay in acquisition of land in some portion or any other cause nor will any extra payment be made for the excavation on this account. No claim for earthwork done in low-lying water-logged area, local pits and depressions containing water will be entertained by the Railway.
- 15.7 All tests what so ever required for the work shall be carried out in accordance with ISI code of practice/Indian Railway concrete bridge code, nothing extra shall be payable to the contractor on this account.
- 15.8 Individual rate for each schedule items should be for complete finished items, inclusive of all operations and charge and nothing extra will be payable on any account.
- 15.9 The work will have to be done in close co-operation with the other departments/agencies if any.
- 15.10 No extra payment will be made for rounding of the corners at the junction of the floors, joints, canners and parapet.
- 16.0 In case of any dispute regarding interpretation of any of the above clauses, decision of the Divisional Railway Manager, North Central Railway, Prayagraj shall be final and binding on the contractor.
- 16.1 All materials should be passed by the competent authority i.e. ADEN/Line/PRYJ before these are used in the works.
- 16.2 The contractor must issue Employment and Identity Cards to their workers as soon as the work will be started.
- 16.3 The quantities mentioned against the items above is approx. for tendering purposes only whereas the payment shall be made on the basis of actual quantity of work done.
- 16.4 The tenderer must submit current ITCC and S.T. along with the tender documents.
- 16.5 The work will be done as per instructions of ADEN/Line/NCR/PRYJ or his representative at site.
- 16.6 Contractor will have to keep compressor to operate pneumatic drill machine for breaking/dismantling concrete of any grade. No extra payment will be made. He will quote rate accordingly.
- 16.7 Electrical connection if required may be provided by Rly. on the basis of application and payment as per extent rules.
- 16.8 Work will be continued in three shift day and night, if required with the approval of site in-charge. Lighting arrangement during night will be made by contractor at his own cost. No extra payment will be made for night working. Contractor should quote rate accordingly.
- 16.10 There is severe constraints of space for stacking of materials. Materials will have to be unloaded out-side the yard.



Materials will have to be brought to platform by head load only which may be affected by standing, incoming/outgoing trains no extra payment will be made for idling of labours. All the above factors should be considered while quoting rate.

- 16.11 Contractor should depute his own lookout man to ensure safety of passenger and his own labours and materials.
- 16.12 Contractor should arrange testing for cement and other materials as his own cost and as directed by the Engineer at site. Cube test (crushing-strength) to be done as per I.S.456-1978.
- 16.13 The contractor should arrange tilting type concrete mixture with one stand by sufficient No. of vibrators with nozzles for ensuring continuous concreting.
- 16.14 This is a passenger amenity works involved with Train operation; concreting will be done under Traffic Block. The work should be completed strictly in time.
- 16.15 Contractor will have to clean the track by removing muck sweeping/night soil before dismantling the damaged concrete at his own cost. No separate payment will be made for such works.
- 16.16 Considering the heavy traffic density of the Rajdhani Route, granting of block may be delayed even be any day no block may be granted causing loss of man power. In the above circumstances, the contractor will not get any compensation for men power loss etc.
- 16.17 Contractor must produce test certificate for passing the grout materials polymer based "Sealant" and any other materials like cement sand etc. as enumerated in schedule of items.
- 16.18 Equipments for site laboratory like I.S. test sieves, crushing strength machine etc. to be arranged by contractor at his own cost.
- 16.19 The work requires special expertise in grouting with high pressure inject adopting high technique etc.
- 16.20 Contractor has to keep testing equipment required for the work.

#### 17.0 **PLAIN/REINFORCED CEMENT CONCRETE WORKS:**

- 17.1.1 The IS specification and IRS Code of practice for the structural use of reinforced concrete in Bridges and buildings shall form part of additional specifications.

##### 17.1.2 **FINE AGGREGATE (SAND):**

Coarse sand of approved quality and confirm to North Central Railway Standard Specifications shall be used as the aggregate for cement concrete/reinforced cement concrete/controlled concrete and RBC sand shall be clean and absolutely free from dirt and admixture of earth Kanker or other deleterious matter. Local pit/River sand shall under no circumstances be permitted for any such works.

##### 17.1.3 **COARSE AGGREGATES:**

The coarse aggregate which may be either stone ballast or chips, should be well graded and preferably machine broken and should conform to IRS standard specifications and shall be obtained from approved quarries. The stone should be free from soft thin elongated or laminated or decayed pieces. The aggregate should be free from dust cleaning and washing, if necessary, should be carried out as per directions of the site engineer or his representatives.

- 17.1.4 The mention of the sources by the Railway does not however absolve the contractor/s of his/their liabilities to ensure that the coarse sand, stone chips and ballast as may be acquired for the work are strictly in accordance with the standard specifications. In case these materials cannot be had according to specifications from these sources, the same should be procured from other sources, by obtaining prior permission of the Engineer, provided the material/s is/are according to standard specifications.
- 17.1.5 In addition to the routine test, special tests on materials will be carried out wherever required by the site Engineer. The cost of the specific test will be borne by the Railways, if the results are as per standards laid down, failing which the cost of these tests will be borne by the contractor.
- 17.1.6 If at any stage of the work during or after placing the concrete in the structure of the work is found defective. The contractor shall dismantle such defective concrete work and the work re-done with fresh concrete and with adequate and rigid form work at the cost of the contractor. Necessary facilities in the form of supply of moulds, cones, scales, materials, labour for casting specimen and such other facilities as are pre-requisite to any standard concrete test will in any case be affordable by the contractor.

- 17.1.7 wherever chamfer or rounded corners are mentioned in the drawing, form work should be such that no chiseling or cutting is required.
- 17.2 FORM WORK AND SHUTTERING:**
- 17.2.1 Form work shall be as specified in Standard Specifications of DSR and shall be sufficiently rigid to resist forces caused by vibration and incidental loads associated with it. The form work used shall be invariably oiled but not with standard mineral oil. Only steel shuttering shall be used.
- 17.2.2 AT any stage of work during or after placing the concrete in the structure if the form work is found defective, such concrete shall be removed and work to be done with fresh concrete and with adequate rigid form works at the cost of the contractor.
- 17.2.3 The surface of the form works shall be clean, smooth and free of cement mortar etc.
- 17.3 CONCRETING:**
- 17.3.1 The contractor shall design the concrete mix and get the same approved by the Engineer-in-charge. Necessary correction as required from time to time during the progress of the work shall be carried out by the contractor and got approved by the Engineer-in-charge. Mix Design shall be carried out as per guidelines of IS: 10262 – 1982 or any other standard approved method. Rates for all cement concrete/reinforced cement concrete items shall include all expenses on account of and incidental to concrete mix design and corrections. Therefore, from time to time and nothing extra shall be payable on this account.
- 17.3.2 The concrete shall be mixed properly in specified proportions in mechanical mixers and shall be of proper consistency. The proper consistency shall be determined by the Engineer-in-charge by slump test, which shall be carried out by the contractor. The concreting shall be commenced only after the Engineer-in-charge has inspected the shuttering and placement of reinforcement and passed the same. Cost of cones and moulds, labour, tools and plants etc. for the slump test shall be borne by contractor.
- 17.3.3 The concrete shall be compacted immediately after placing by means of mechanical vibrators of approved quality, designed for continuous operation.
- 17.3.4 The contractor will be responsible for giving the smooth surface of the concrete and no Payment will be made for any finishing work done for giving smooth surface of the exposed concrete.
- 17.4 CURING:**
- 17.4.1. All concrete work/RCC work/Brick work in cement mortar, plaster/pointing etc. shall be continuously cured for the prescribed period as per direction of the Engineer. Curing shall be done by covering the newly laid concrete with gunny bags and keeping them wet constantly. If it is found that contractor is not properly observing these instructions, the engineer may undertake the curing through another agency/labour without any notice to the contractor at the cost of the contractor. The cost incurred along with supervision charges @ 12 ½% of the cost with incidental will be debited to the contractor. Intimation of the employment of another agency for curing will be given to the contractor as soon as possible. This intimation in writing to the contractor under the hand of the Engineer-in-charge of the work shall be conclusive evidence of the employment of another agency.
- 17.5 MEASUREMENT:**
- 17.5.1 All works will be paid for at the tendered rate on the basis of the actual measurement taken at site. No cognizance will be taken for heights and thickness of the masonry over these shown in the approved drawings.
- 17.6. RATES:**
- 17.6.1 For all items, rates for cement concrete and reinforced cement concrete under Non-scheduled items, the tendered rates shall include the cost of supplying, fixing and removal of the scaffolding whereas required, supply of the form work, shuttering etc. of approve design, their erection, dismantling, cleaning and oiling etc. screening and washing the aggregate, mixing mechanically the concrete and placing the same in position. Provision and use of equipment including mechanical mixers, vibrators etc. curing the work for the prescribed period and rendering., plastering, finishing exposed surface with carborundum stone where ever required, uncoiling, straightening, cutting, hooking, bending, binding and placing and maintaining in position of reinforcement including cost of binding wire. Nothing extra shall be payable to the contractor on this account.

## FABRICATION AND ERECTION:

### 17.7 General:

Tolerances for fabrication of steel structures shall conform to IS 7215. Tolerances for erection of steel structures shall conform to IS 12843. For general guidance on fabrication by welding, reference may be made to IS 9595.

### 17.8 Fabrication Procedures:

#### 17.8.1 Straightening:

Material shall be straightened or formed to the specified configuration by methods that will not reduce the properties of the material below the values used in design. Local application of pressure at room or at elevated temperature or other thermal means may be used for straightening, provided the above is satisfied.

#### 17.8.2 Clearances:

The erection clearance for cleated ends of members. connecting steel to steel should preferably be not greater than 2,0 mm at each end. The erection clearance at ends of beams without web cleats should be not more than 3 mm at each end. Where for practical reasons, greater clearance is necessary, suitably designed seating should be provided.

17.8.2.1 In bearing type of connections, the holes may be made not more than 1.5 mm greater than the diameter of the bolts in case of bolts of diameter less than 25 mm and not more than 2 mm in case of bolts of diameter more than 25 mm, unless otherwise specified by the engineer. The hole diameter in base plates shall not exceed the anchor bolt diameter by more than 6 mm.

17.8.2.2 In friction type of connection clearance may be maintained, unless specified otherwise in the design document.

#### 17.8.3 Cutting:

Cutting shall be affected by sawing, shearing, cropping, machining or thermal cutting process. Shearing,

**Table 32 Encased Steel Beams, 406 mm x 176 mm**

**(Protection Applied on Three Sides)**  
**(Clause 16.11)**

SI No.	Nature of Construction and Materials	Minimum Thickness of Protection for a Fire Resistance					
		mm					
(1)	(2)	$\frac{1}{2}h$ (3)	1 h (4)	$1\frac{1}{2}h$ (5)	2h (6)	3h (7)	4h (8)
i)	Hollow protection (without an air cavity beneath the lower flanges):						
a)	Metal lathing with trowelled lightweight aggregate gypsum plaster <sup>1)</sup>	13	13	15	20	25	–
b)	Plasterboard with 1.6mm wire binding at 100mm pitch, finished with light weight aggregate gypsum plaster less than the thickness specified <sup>2)</sup>						
1)	9.5 mm plaster board	10	10	15	–	–	–
2)	19mm plaster board	10	10	13	20	–	–

c) Asbestos insulating boards, thickness of board:						
1)	Single thickness of board, with 6mm cover fillets at transverse joints	–	–	19	25	–
2)	Two layers, of total thickness	–	–	–	–	38
ii) Hollow protection (with an air cavity below the lower flange)						
a)	Asbestos insulating board screwed to 25mm asbestos battens	9	12	–	–	–
iii) Solid Protections						
a) Concrete, not leaner than 1:2:4 mix (un-plastered):						
1)	Concrete not assumed to be load bearing, reinforced <sup>3)</sup>	25	25	25	25	50
2)	Concrete assumed to be load bearing	50	50	50	50	75
b)	Lightweight concrete, not leaner than 1:2:4 mix (un-plastered) <sup>4)</sup>	25	25	25	25	40
1)	So fix or designed, as to allow full penetration for mechanical bond.					
2)	Where wire binding cannot be used, expert advice should be sought regarding alternative methods of support to enable the lower edges of the plasterboard to be fixed together and to the lower flange, and for the top edge of the plasterboard to be held in position.					
3)	Reinforcement shall consist of steel binding wire not less than 2.3mm in diameter, or a steel mesh weighing not less than 0.5kg/m <sup>2</sup> . In concrete protection, the spacing of the reinforcement shall not exceed 200mm in any direction.					
4)	Concrete not assumed to be load bearing, reinforced					

Cropping and gas cutting shall be clean, reasonably square, and free from any distortion. Should the inspector find it necessary, the edges shall be round after cutting. Planning or finishing of sheared or gas cut edges of plates or shapes shall not be required, unless specially noted on drawing or included in stipulated edge preparation for welding or when specifically required in the following section.

Re-entrant comers shall be free from notches and shall have largest practical radii with a minimum radius of 15 mm.

#### **17.8.3.1 Shearing:**

Shearing of items over 16 mm thick to be galvanized and subject to tensile force or bending moment shall not be carried out, unless the item is stress relieved subsequently.

The use of sheared edges in the tension area shall be avoided in location subject to plastic hinge rotation at factored loading.

#### **17.8.3.2 Thermal Cutting:**

Gas cutting of high tensile steel by mechanically controlled torch may be permitted, provided special care is taken to leave sufficient metal to be removed by machining, so that all metal that has been hardened by flame is removed. Hand flame cutting may be permitted only subject to the approval of the inspecting authority.

Except where the material is subsequently joined by welding, no load shall be transmitted through a gas cut surface.

Thermally cut free edges, which shall be subject to calculated static tensile stress shall be free from round bottom gouges greater than 5 mm deep. Gouges greater than 5 mm deep and notches shall be removed by grinding.

#### **17.8.4 Holing:**

17.8.4.1 Holes through more than one thickness of material for members, such as compound stanchion and girder flanges, shall be where possible, drilled after the members are assembled and tightly clamped or bolted together. Around hole for a bolt shall either be machine flame cut, or drilled full size, or sub-punched 3 mm undersize and reamed to size or punched full size.

Hand flame cutting of a bolt hole shall not be permitted except as a site rectification measure for holes in column base plates.

#### **17.8.4.2 Punching:**

A punched hole shall be permitted only in material whose yield stress ( $f_y$ ) does not exceed 360 MPa and where thickness does not exceed  $(5600/f_y)$  mm. In cyclically loaded details, punching shall be avoided in plates with thickness greater than 12 mm.

For greater thickness and cyclically loaded details, holes shall be either drilled from the solid or sub-punched or sub-drilled and reamed.

The die for all sub-punched holes or the drill for all sub-drilled holes shall be at least 3 mm smaller than the required diameter of finished hole.

#### **17.8.4.3 Oversize holes:**

A special plate washer of minimum thickness 4 mm shall be used under the nut, if the hole diameter is larger than the bolt diameter by 3 mm or more.

Oversize hole shall not exceed  $1.25d$  or  $(d+8)$  mm in diameter, where  $d$  is the nominal bolt diameter, in mm.

A short-slotted hole shall not exceed the appropriate hole size in width and  $1.33d$  in length. A long-slotted hole shall not exceed the appropriate hole size in width and  $2.5d$  in length. If the slot length is larger than those specified, shear transfer in the direction of slot is not admissible even in friction type of connection.

Slotted holes shall be punched either in one operation or else formed by punching or drilling two round holes apart and completed by high quality mechanically controlled flame cutting and dressing to ensure that bolt can freely travel the full length of the slot.

#### **17.8.4.4 Fitted bolt holes:**

Holes for turned and fitted bolts shall be drilled to a diameter equal to the nominal diameter of the shank or barrel subject to tolerance specified in IS 919 (Parts 1 and 2). Preferably, parts to be connected with close tolerance or barrel bolts shall be firmly held together by tacking bolts or clamps and the holes drilled through all the thicknesses at one operation and subsequently reamed to size. All holes not drilled through all thicknesses at one operation shall be drilled to a smaller size and reamed out after assembly. Where this is not practicable, the parts shall be drilled and reamed separately through hard bushed steel jigs.

17.8.4.5 Holes for rivets or bolts shall not be formed generally by gas cutting process. However, advanced gas cutting processes such as plasma cutting may be used to make holes in statically loaded members only. In cyclically loaded members subjected to tensile stresses which are vulnerable under fatigue, gas cutting shall not be used unless subsequent reaming is done to remove the material in the heat affected zone around the hole.

#### **17.9 Assembly:**

All parts of bolted members shall be pinned or bolted and rigidly held together during assembly.

The component parts shall be assembled and aligned in such a manner that they are neither twisted nor otherwise damaged, and shall be so prepared that the specified camber, if any, is provided.

##### **17.9.1 Holes in Assembly:**

When holes are drilled in one operation through two or more separable parts, these parts, when so specified by the engineer, shall be separated after drilling and the burrs removed.

Matching holes for rivets and bolts shall register with each other so that a gauge of 1.5 mm or 2.0 mm (as the case may be, depending on whether the diameter of the rivet or bolt is less than or more than 25 mm) less in diameter than the diameter of the hole will pass freely through the assembled members in the direction at right angle to such members.

Drilling done during assembly to align holes shall not distort the metal or enlarge the holes.

Holes in adjacent part shall match sufficiently well to permit easy entry of bolts. If necessary, holes except oversize or slotted holes may be enlarged to admit bolts, by moderate amount of reaming.

### **17.9.2 Thread Length:**

When design is based on bolts with unthreaded shanks in the shear plane, appropriate measures shall be specified to ensure that, after allowing for tolerance, neither the threads nor the thread run-out be in the shear plane.

The length of bolt shall be such that at least one clear thread shows above the nut and at least one thread plus the thread run out is clear beneath the nut after tightening. One washer shall be provided under the rotated part.

### **17.9.3 Assembly Subjected to Vibration:**

When non-preloaded bolts are used in a structure subject to vibration, the nuts shall be secured by locking devices or other mechanical means. The nuts of preloaded bolts may be assumed to be sufficiently secured by the normal tightening procedure.

### **17.9.4 Washers:**

Washers are not normally required on non-preloaded bolts, unless specified otherwise. Tapered washers shall be used where the surface is inclined at more than 3° to a plane perpendicular to the bolt axis.

Hardened washer shall be used for preloaded bolts or the nut, whichever is to be rotated.

All material within the grip of the bolt shall be steel and no compressible material shall be permitted in the grip.

## **17.10 Riveting:**

17.10.1 Rivets shall be heated uniformly throughout their length, without burning or excessive scaling, and shall be of sufficient length to provide a head of standard dimensions. These shall, when driven, completely fill the holes and, if countersunk, the countersinking shall be fully filled by the rivet. If required, any protrusion of the countersunk head shall be dressed off flush.

17.10.2 Riveted member shall have all parts firmly drawn and held together before and during riveting, and special care shall be taken in this respect for all single-riveted connections. For multiple riveted connections, a service bolt shall be provided in every third or fourth hole.

17.10.3 Wherever practicable, machine riveting shall be carried out by using machines of the steady pressure type.

17.10.4 All loose, burned or otherwise defective rivets shall be cut out and replaced before the structure is loaded, and special care shall be taken to inspect all single riveted connections.

17.10.5 Special care shall be taken in heating and driving long rivets.

## **17.11 Bolting:**

17.11.1 In all cases where the full bearing area of the bolt is to be developed, the bolt shall be provided with a washer of sufficient thickness under the nut to avoid any threaded portion of the bolt being within the thickness of the parts bolted together, unless accounted for in design.

17.11.2 Pre-tensioned bolts shall be subjected to initial tension (the proof stress) by an appropriate pre-calibrated method.

## **17.12 Welding:**

17.12.1 Welding shall be in accordance with IS 816, IS 819, IS 1024, IS 1261, IS 1323 and IS 9595, as appropriate.

17.12.2 For welding of any particular type of joint, welders shall give evidence acceptable to the purchaser of having satisfactorily completed appropriate tests as prescribed in IS 817, IS 1393, IS 7307 (Part 1), IS 7310 (Part 1) and IS 7318 (Part 1), as relevant.

17.12.3 Assembly and welding shall be carried out in such a way to minimize distortion and residual stress and that the final dimensions are within appropriate tolerances.

**17.13 Machining of Butts, Caps and Bases:**

- 17.13.1 Column splices and butt joints of struts and compression members, depending on contact for stress transmission, shall be accurately machined and close-buttressed over the whole section with a clearance not exceeding 0.2 mm locally, at any place. Sum of all such clearance shall not be more than 30 percent of the contact area for stress transmission. In column caps and bases, the ends of shafts together with the attached gussets, angles, channels, etc.; after connecting together should be accurately machined so that clearance between the contact surfaces shall not exceed 2mm locally, subject further to the condition that sum total of all such clearance shall not exceed 30 percent of the total contact area for stress transmission. Care should be taken that these gussets, connecting angles or channels are fixed with such accuracy that they are not reduced in thickness by machining by more than 2.0 mm,
- 17.13.2 Where sufficient gussets and rivets or welds are provided to transmit the entire loading (see Section 4), the column ends need not be machined.

**17.13.3 Slab Bases and Caps:**

- Slab bases and slab caps, except when cut from material with true surfaces, shall be accurately machined over the bearing surfaces and shall be in effective contact with the end of the stanchion, the bearing face which is to be grouted to fit tightly at both top and bottom, unless welds are provided to transmit the entire column face.
- 17.13.4 To Facilitate grouting, sufficient gap shall be left between the base plates and top of pedestal and holes shall be provided where necessary in stanchion bases for the escape of air.

**17.14 Painting:**

- 17.14.1 Painting shall be done in accordance with IS 1477 (Parts 1 and 2).
- 17.14.2 All surfaces, which are to be painted, oiled or otherwise treated, shall be dry and thoroughly cleaned to remove all loose scale and loose rust.
- 17.14.3 Shop contact surfaces need not be painted unless specified. If so specified, they shall be brought together while the paint is still wet.
- 17.14.4 Surfaces not in contact, but inaccessible after shop assembly, shall receive the full specified protective treatment before assembly. This does not apply to the interior of sealed hollow section.
- 17.14.5 Chequered plates shall be painted but the details of painting shall be specified by the purchaser.
- 17.14.6 In case of surfaces to be welded, the steel shall not be painted or metal coated within a suitable distance of any edge to be welded, if the paint specified or the metal coating is likely to be harmful to welders or impair the quality of the welds.
- 17.14.7 Welds and adjacent parent metal shall not be painted prior to de-slagging, inspection and approval.
- 17.14.8 Parts to be encased in concrete shall not be painted or oiled.
- 17.14.9 Contact surface in friction type connection shall not be painted in advance.

**17.15 Marking:**

Each piece of steel work shall be distinctly marked before dispatch, in accordance with a marking diagram and shall bear such other marks as will facilitate erection,

**17.16 Shop Erection:**

- 17.16.1 The steel work shall be temporarily shop erected complete or as arranged with the inspection agency so that accuracy of fit may be checked before dispatch. The parts shall be shop-assembled with sufficient numbers of parallel drifts to bring and keep the parts in place.
- 17.16.2 In the case of parts drilled or punched, through steel jigs with bushes resulting in all similar parts being interchangeable, the steelwork maybe shop-erected in such position as arranged with the inspection agency.

- 17.16.3 In case of shop fabrication using numerically controlled machine data generated by computer software (like CAD), the shop erection may be dispensed with at the discretion of the inspector.
- 17.17 Packing:**
- All projecting plates or bars and all ends of members at joints shall be stiffened, all straight bars and plates shall be bundled, all screwed ends and machined surfaces shall be suitably packed and all rivets, bolts, nuts, washers and small and loose parts shall be packed separately in cases, so as to prevent damage or distortion during transit.
- 17.18 Inspection and Testing:**
- 17.18.1 The inspecting authority shall have free access at all reasonable times to those parts of the manufacturer's works which are concerned with the fabrication of the steelwork and shall be afforded all reasonable facilities for satisfying himself that the fabrication is being undertaken in accordance with the provisions of this standard.
- 17.18.2 Unless specified otherwise, inspection shall be made at the place of manufacture prior to dispatch and shall be conducted so as not to interfere unnecessarily with the operation of the work.
- 17.18.3 The manufacturer shall guarantee compliance with the provisions of this standard, if required to do so by the purchaser.
- 17.18.4 Should any structure or part of a structure be found not to comply with any of the provisions of this standard, it shall be liable to rejection. No structure or part of the structure, once rejected shall be resubmitted for test, except in cases where the purchaser or his authorized representative considers the defect as rectifiable.
- 17.18.5 Defects, which may appear during fabrication, shall be made good with the consent of and according to the procedure laid down by the inspecting authority.
- 17.18.6 All gauges and templates necessary to satisfy the inspection authority shall be supplied by the manufacturer. The inspecting authority may, at his discretion, check the test results obtained at the manufacturer's works by independent testing at outside laboratory, and should the material so tested be found to be unsatisfactory, the cost of such tests shall be borne by the manufacturer, and if found satisfactory, the cost shall be borne by the purchaser.
- 17.19 Site Erection:**
- 17.19.1 Plant and Equipment:**
- The suitability and capacity of all plant and equipment used for erection shall be to the satisfaction of the engineer.
- 17.19.2 Storing and Handling:**
- All structural steel should be so stored and handled at the site that the members are not subjected to excessive stresses and damage by corrosion due to exposure to environment.
- 17.19.3 Setting Out:**
- The positioning and leveling of all steelwork, the plumbing of stanchions and the placing of every part of the structure with accuracy shall be in accordance with the approved drawings and to the satisfaction of the engineer in accordance with the deviation permitted below.
- 17.19.3.1 Erection tolerances:**
- Unloaded steel structure, as erected, shall satisfy the criteria specified in Table 33 within the specified tolerance limits.
- Each criterion given in the table shall be considered as a separate requirement, to be satisfied independent of any other tolerance criteria. The erection tolerances specified in Table 33 apply to the following reference points:
- a) For a column, the actual centre point of the column at each floor level and at the base, excluding any base-plate or cap-plate. The level of the base plate on pedestal shall be so as to avoid contact with soil and corrosive environment; and
  - b) For a beam, the actual centre point of the top surface at each end of the beam, excluding any end-plate.



**Table 33 Normal Tolerances After Erection :**

SI No.	Criterion	Permitted Deviation
(1)	(2)	(3)
i)	Deviation of distance between adjacent columns	5mm
ii)	Inclination of a column in a multi-storey building between adjacent floor levels	$0.02 h_s$ is storey height
iii)	Deviation of location of a column in a multi-storey building at any floor level from a vertical line through the intended location of the column base	$0.0035 \sum h_s / n^{0.5}$ Where, $\sum h_s$ is the total height from the base to the floor level concerned and n is the number of storeys from the base to the floor level concerned
iv)	Inclination of a column in a single storey building, (not supporting a crane gantry) other than a portal frame	$0.035 h_c$ Where $h_c$ is the height of the column
v)	Inclination of the column of a portal frame (not supporting a crane gantry)	Mean: $0.002h_c$ Individual: $0.01h_c$ Where $h_c$ is the height of the column

The straightness tolerances specified in Table 34 have been assumed in the derivation of the design stress for the relevant type of member. Where the curvature exceeds these values, the effect of additional curvature on the design calculations shall be reviewed.

A tension member shall not deviate from its correct position relative to the members to which it is connected by more than 3 mm along any setting axis.

### 17.18.1

### Safety During Fabrication and Erection:

- 17.18.1.1 All steel materials including fabricated structures, either at fabrication shop or at erection site, shall be handled only by a worker skilled in such jobs; where necessary with load tested lifting devices, having tested wire rope slings of correct size. The devices should be well maintained and operated by experienced operators.

**Table 34 Straightness Tolerances Incorporated in  
Design Rules  
(Clause 7.13.3.1)**

SI No.	Criterion	Permitted Deviation
(1)	(2)	(3)
i)	Straightness of a column (or other compression member) between points which will be laterally restrained on completion of erection	$0.001L$ generally, and $0.002L$ for member with hollow cross-section; where, L is the length between points which will be laterally restrained
ii)	Straightness of a compression flange of a beam, relative to the weak axis, between points, which will be laterally restrained on completion of erection	$0.001L$ generally, and $0.002L$ for members with hollow cross-sections; where, L is the length between points which will be laterally restrained

- 17.18.1.1 Oxygen and acetylene cylinders and their hoses shall have distinctive colours. Cylinders should be stored in upright position in well-ventilated rooms or in open air, not exposed to flames, naked lights or extreme heat and should also be in upright position when they are being used. All gas cutting works shall be done only by experienced skilled gas cutters, equipped with gloves, boots, aprons, goggles and good cutting sets of approved make.
- 17.18.1.2 While doing any welding work, it should be ensured that the welding machine is earthed and the welding cables are free from damage. The welder and his assistant shall use a face shield or head shield with a welding lens and clear cover glass and their hands, legs and bodies shall be well protected by leather gloves, shoes and aprons. Combustible materials should be kept away from

the sparks and globules of molten metals generated in any arc welding. In case of welding in a confined place, it should be provided with an exhaust system to take care of the harmful gases, fumes and dusts generated.

- 17.18.1.2** In addition to precautions against all the hazards mentioned above, erection workers shall also be protected in the following manner:
- a) All workers shall wear helmets and shall also be provided with gloves and shoes. In addition to this, those who are working at heights shall use safety belts.
  - b) All structures shall be so braced/guyed during erection that there is no possibility of collapse before erection work is completed.
  - c) Warning signs such as 'Danger', 'Caution', '440 volts', 'Do not smoke', 'Look ahead', etc.; should be displayed at appropriate places.
- 17.18.1.3 For detailed safety precautions during erection, reference shall be made to IS 7205.
- 17.18.2 **Field Connections:**
- 17.18.2.1 Field riveting:**
- Rivets driven at the site shall be heated and driven with the same care as those driven in the shop.
- 17.18.2.2 Field bolting:**
- Field bolting shall be carried out with the same care as required for shop bolting.
- 17.18.2.3 Fillet welding:**
- Field assembly and welding shall be executed in accordance with the requirements for shop fabrications excepting such as manifestly apply to shop conditions only. Where the steel has been delivered painted, the paint shall be removed for a distance of at least 50 mm on either side of the joint.
- 17.19 Painting After Erection:**
- 17.19.1 Before painting of such steel which is delivered unpainted is commenced, all surfaces to be painted shall be dry and thoroughly cleaned from all loose scale and rust, as required by the surface protection specification.
- 17.19.2 The specified protective treatment shall be completed after erection. All rivet and bolt heads and the site welds after de-slagging shall be cleaned. Damaged or deteriorated paint surfaces shall first be made good with the same type of paint as the shop coat. Where specified, surfaces which will be in contact after site assembly, shall receive a coat of paint (in addition to any shop priming) and shall be brought together while the paint is still wet. No painting shall be used on contact surfaces in the friction connection, unless specified otherwise by the design document.
- 17.19.3 Where the steel has received a metal coating in the shop, this coating shall be completed on site so as to be continuous over any welds and site rivets or bolts, subject to the approval of the engineer. Painting on site may complete protection. Bolts, which have been galvanized or similarly treated, are exempted from this requirement.
- 17.19.4 Surface, which will be inaccessible after site assembly, shall receive the full-specified protective treatment before assembly.
- 17.19.5 Site painting should not be done in frosty or foggy weather, or when humidity is such as to cause condensation on the surfaces to be painted.
- 17.20 Bedding Requirement:**
- 17.20.1 Bedding shall be carried out with Portland cement grout or mortar, as described under 17.15.4 or fine cement concrete in accordance with IS 456.
- 17.21.2 For multi-storeyed buildings, this operation shall not be carried out until a sufficient number of bottom lengths of stanchions have been properly lined, leveled and plumbed and sufficient floor beams are in position.

17.21.3 Whatever method is employed, the operation shall not be carried out until the steelwork has been finally levelled and plumbed, stanchion bases being supported meanwhile by steel wedges or nuts; and immediately before grouting, the space under the steel shall be thoroughly cleaned.

17.21.4 Bedding of structure shall be carried out with grout or mortar, which shall be of adequate strength and shall completely fill the space to be grouted and shall either be placed under pressure or by ramming against fixed supports. The grouts or mortar used shall be non'-shrinking variety.

#### **18. BUTT JOINTS/EXPANSION JOINTS:**

- 18.1 Butt joints shall be provided at junction of abutments and wing wall/return wall and at those places wherever directed by the Engineer. Butt joints shall be provided with or formed expansion filter of standard make and type for which extra payment shall be made as per relevant items of schedule of rates and quantities.
- 18.2 If approved by the Engineer, 12mm mud plaster may be done on one of the surface to form butt joints. No extra payment shall be made for making butt joints with mud mortar.
- 18.3 All construction joints shall be adequately treated as per Standard practice and specifications by the contractor at this own cost using mortar slurry and anti-shrink compound as per direction of Engineer.
- 18.4 All butt joints/expansion joints/construction joints in case of RCC Box bridges shall be provided with rubber water seal/stops of approved shape. Such water stop shall be provided at other replaces wherever required as per direction of Engineer. Separate payment for provision of such water stop shall be made under relevant item of schedule of rate and quantities.

#### **19.0 WEEP HOLES:**

- 19.1. Weep holes shall be provided through Abutments, wings or return walls and parapet as may be necessary with adequate arrangement being made to lead the water to the weep holes.
- 19.2. Weep holes shall be provided in the sub structure at an interval of 1.5m horizontal and 1.0m vertical above water level sloping away from the back fill for efficient drainage. For abutment of canal crossings, culverts, weep holes may be provided only above full supply level.
- 19.3. The drain away the water from backfill of the abutments, along or return wall, open jointed pipes or boulders drains may be provided at a suitable level.
- 19.4. Weep holes shall consist of 100mm internal diameter PVC pipes of approved quality. Nothing extra shall be payable for the and no deduction made thereof from Mass CC/RCC.

#### **20.0 FILTER MEDIA:**

- 20.1 Behind abutments, wing wall and return wall, Filter media and back fill shall be provided as per approved plan or as directed by the Engineer.
- 20.2 he filter material shall be provided for the full height of the abutment or wing wall or return wall and shall consist of well packed bounders to thickness of not less than 600mm with similar size towards the back fill.
- 20.3 Dry stone backing hand packed/brick bats if required shall be provided behind abutments, wing wall and return wall with stone bounders of approximate 30kg. each in weight. Each layer shall be budded over each other and hand packed with smaller stone for filling voids and to prevent rattling of the stone. Payments shall be made under relevant items of schedule of rates and quantities.

#### **21.0 BACK FILL:**

- 21.1 Behind the filter media, the back fill shall consist of granular materials such as gravel, moorum or sand containing very little fines (Clay and Silt) for a length as per approved plan or directed by the Engineer.

**22.0 STONE PITCHING:**

- 22.1 Stone boulders pitching of required thickness with stone not less than 30kg. each in weight and not less than 50cm in any direction. Hand packed with surface leveled off to the correct section including filling or voids with small stones shall be provided as necessary as per approved plan and direction of the Engineer.
- 22.2 Payment shall be made against relevant NS items of stone pitching on the basis of 'stack measurement of pitching stone boulders to which a deduction for shrinkage shall be applied @15% of stack measurement to arrive at the payable quantity.

**23.0 SETTING UP OF FIELD LABORATORY:**

- 23.1 The contractor shall set up a field laboratory at his own cost at the work site which should be opened for use and inspection by the Railway at any time. The laboratory shall be well equipped with necessary equipment to carry out the serious tests such as sieve Analysis, Compression tests on labs, Slump test. Workability test, Soil tests, tests on aggregates, Cement, water, concrete, OMS & Soil conjunction test.
- 23.2 Ensuring the required quality and standard confirming to codal provision and specification. All the pressure gauges, machines, equipment and other measuring equipment of the laboratory shall be got checked/elaborated regularly as directed by the Engineer and necessary certificate furnished to the Engineer by the contractor. The contractor shall render all reasonable assistance and help in making the check and test.
- 23.3 All equipment machinery etc. shall be kept in good working condition. The cost of setting up the laboratory equipping and machining the same, conducting all tests on materials, soil and cubes etc. shall be borne by the contractor. Nothing extra shall be paid. This cost will be inclusive in the rates for various items in the schedule.
- 23.4 Whatever test cannot be carried out in the field laboratory and are essential for effective quality control as directed by Engineer in charge, will be carried out in reputed test houses at the cost of contractor/firm. Nothing extra shall be paid on this account.

I/We agree to abide by the terms and conditions as well as General Conditions of Contract-2022, Standard Specifications for Materials and works–2010 and the Standard Schedule of Rates–2010 of the North Central Railway to the extent the later three books are applicable.

- 24.1 **INSTRUCTIONS:** The tender must inspect the site of work including locations of materials to be brought in for replacement as well for leading back to the station and acquaint themselves with the roads, heights or embankment, depth of cutting on the sections where work is to be done, leading, lift ascent, descent crossing of lines involves, availability of labour, dumping facilities and all other factors which will have bearing on the works before quoting the rates and the tendered rates should include all such charges incidental to the work. No extra charge whatsoever will be payable.
- 24.2 The contractor will keep site order book at site with all pages duly top initialed by ADEN/DEN in-charge of the work.
- 24.3 Safety of all the men and equipments of the contractor shall be his own responsibility and for this purpose he will keep close watch on all movements/operations/running of trains etc. in case of any loss/damage occurring to the contractor of his men/machinery, the Railways shall not be responsible and all claims placed on this account will be on the contractor's risk and cost.
- 24.4 No work on track shall be started by the contractor unless a PWI of the Railway is present at the site of work and he has allowed the contractor to start the work after taking proper precautions at site. The Signalmen, if required shall be provided by the Railways free of

cost. In case the contractor starts the work without the presence of an authorization from a Railway's PWI, it shall be treated as tampering with track and he shall be liable for criminal prosecution for endangering public safety.

- 24.5 The contractor will keep his authorized representative at the site of work to supervise the work of his labour and co-ordinate with the Railway's representative.
- 24.6 The work shall normally be under taken only between sunrise to sun set, but contractor should make arrangement for night working wherever required for Engineer-In-charge for which no extra payment shall be made.
- 24.7 The contractor shall arrange for cutting rails wherever required. All cutting equipments and trained staff to do this work satisfactorily will have to be arranged by the contractor at his own cost.

The contractor shall be responsible for all precautions/measures to ensure safe storage of tools/machinery working maintenance etc. of gases and shall abide by all the rule/laws of the Central /State/Pvt./Local bodies etc. in force. In case of any failure of this account the entire responsibility rest on the contract. The contractor shall also be responsible to ensure safe working at site and in case of loss/damage to lift or property of the Railway on account of contractor' s working, the entire responsibility will rest on contractor who will have to bar all such losses/damages/compensations etc. arising out of such incidents. The decision of the Engineer-in-charge on this account shall be final and binding on the contractor.

NOTE: All the Special Conditions mentioned above will imply subject to applicability to the type and nature of the work.

I/We agree to abide by the terms and conditions mentioned above.

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Sign. of tenderer

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## **ADDITIONAL MANDATORY SPECIAL CONDITIONS**

- 1. Items related to supplying and filling of earth shall be done by Contractor's own Earth from outside of Railway land.**
- 2. The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.**
- 3. The successful tenderer within 15 days after the contract is awarded, will make out a detailed Chart with a detailed program chart based on accepted scheme and submit the same to Engineer for consideration and approval indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view. The above program shall be strictly adhered to.**
- 4. The Contractor/s will have to employ manpower, machinery, material and all other resources in full strength commensurate with working areas available. He will also arrange for materials and equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final.**
- 5. Prior to deciding on the source for procurement of constituents, the contractor/s shall specifically assess the quality of material which shall be got approved by Engineer-in-charge. Regular checks as directed shall also be carried out, not only at the source of supply (of such materials) but also prior to their use in the permanent works to ensure proper quality.**
- 6. It is the responsibility of the Contractor to get the material tested for its strength/properties from any NABL approved laboratory before supplying the material and submit the report to Railway (if any). The material shall only be supplied at site after submission of test report. Moreover, the contractor shall arrange testing even if the source of material gets changed. Testing shall also be done as and when directed by Engineer-In-charge. All the aforesaid shall be borne by the Contractor.**
- 7. For carrying out the work, if any temporary staging, construction, sheet anchoring etc are required to be carried out, the contractor has to do the necessary arrangements as per the satisfaction of the Engineer-In-charge and no extra payment for this will be done. The safety of the railway track lies with the contractor during the working. Therefore, he should take all the precautions and satisfy the engineer at site to ensure that at all time the work carried out is in safe condition.**
- 8. The quantities mentioned are approximate. Railway reserves the right to alter the quantities as per requirement.**
- 9. Ensuring the required standard of quality for this work is a must. The important factors to be ensured by the contractor in this connection are: Deputing qualified personnel for/at all stages of construction, Testing and inspection of various materials selected for use, Proper centering, staging and form work, Proper control of dimensions and tolerances, Proper handling, storing, transporting and erection of members and thorough documentation.**
- 10. Installation of CCTV cameras at the entire work site must be ensured by the Contractor at his own cost (nothing extra shall be paid) along with granting access of all the installed CCTV cameras to the concerned ADEN or as desired by the Engineer-in-charge.**

11. The work is related to construction of pathways in Yard adjacent to track and will require manual leading and crossing of Running Track any, may require Blocks working which shall be granted as per corridor block available. The contractor cannot claim anything for no block or less block granted.
12. No separate payment shall be made for manual/mechanical loading, unloading, and leading (transportation) of any type of material beyond 500 meters. Any loading, unloading, and leading beyond 500 meters shall be carried out by the contractor at their own cost so stacking of material shall be done accordingly by the agency.
13. Proper arrangements shall be made for the curing of concrete. All tools, equipment, and other items required for concrete curing shall be arranged by the contractor at their own cost.
14. Work is to be carried out at mentioned stations: Kurastikalan, Rooma, Chandari, Malwan, Karbigwan, Aung, Khaga, Chakeri, Sirsaul, Bindki Road. However, the stations can be changed/modified depending on site requirements/conditions as desired by Engineer In-charge.
15. Points to be noted for provision of pathways work:
  - (a). The work of provision of pathways shall be carried out adjacent to railway track in yards, therefore, bidders are advised to quote rates accordingly.
  - (b). Traffic blocks (if required) shall be granted strictly as per the available margin and operational feasibility.
  - (c). Any double handling of material required for leading shall be carried out by the contractor at his own cost.
  - (d). Track safety must be ensured in accordance with PCE/NCR's Circular No. 103/R.

## **SITE LAB REQUIREMENTS**

The contractor shall set up a site lab with minimum equipment listed below:

1. Compression Testing Machine, 2000 KN capacity, motorized with 2 nos. of pressure gauges (2000KN & 500KN) with digital interface for real time recording of testing results. The system should have sufficient memory to store data of one year production on with reporting facility in hard copy as per format mutually agreed.
2. 15 cm cubes moulds conforming to IS:516 in 30 Nos.
3. Slump Tester/Vee Bee Testing Machine 1 Nos.
4. Electronic balance with 1gm least count (10 / 20 Kg. capacity) including weights.
5. Vicat apparatus with dash pot and various needles 1 Nos.
6. Stop watch 2
7. Aggregate Impact testing machine
8. Aggregate crushing testing machine
9. Aggregate Abrasion testing machine
10. Electric thermostatic oven with display of temperature
11. Set of IS Sieves 40 mm and below up to 75 microns.

## **12. Automatic electric sieve shaker**

### **NOTE:**

- 1. The contractor shall employ minimum 01 no. Graduate Engineer for site and 01 no. Diploma/Graduate Engineer for lab.**
- 2. Any tests required to be done apart from above shall be done by the contractor from approved lists of Lab or any NABL lab. Approved lists of labs can be obtained from Office of Sr. DEN/II/PRYJ.**
- 3. All the tests whether at site lab or any other lab (as mentioned above) shall be borne by the contractor. Nothing extra shall be paid for setting up of site lab.**

I/We agree to abide by the terms and conditions mentioned above.

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Sign. of tenderer



## **SPECIAL CONDITIONS/SPECIFICATIONS-II**

Tender Notice No: 4620262027

Dated: 24.06.2026

Tender No. – 111

Name of Work : Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

1.0 The design and construction will be done in terms of IRS and IS specifications.

- a) The specifications mentioned herein bid document should be prime governing.
- b) Where there is conflict between IRS and IS specification, IRS specifications shall prevail.
- c) Where there is no provision of specification in IRS, the IRC conditions shall be referred to and followed.
- d) For items not covered in IRS/IRC specification, BS 5400 part 1 to 10 may be followed.
- e) The decision of Sr. DEN/Engineer In-charge of the project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the special condition regarding site data and specifications OR any condition of this tender and no claim whatsoever shall be entertained on this account by the Railways.
- f) Apart from the site data, specifications etc. all items of works shall be governed by the following codes as Revised/Corrected/Amended up to the time of submission of tender/negotiated cost for acceptance.
- i) North Central Railway Engineering Department CPWD DSR 2021/IRUSSOR 2021 with correction slip up to date.

2.0 Indian Railway Unified Standard Specifications-

- i) North Central Railway Engineer department work hand book Pt-I Regulation for tenders and contract, NCR/GCC-2022.
- ii) IS code of practice for plain and reinforced concrete for general building construction (IS: 456 –2000 revised with amendments up to date).
- iii) IS code of practice for use of structural steel in plain and reinforced concrete for general building construction (IS: 800 – 1984 revised).
- (iv) IS code of `practice for Electric welding of mild steel IS 823-1964, IS: 6227-1971.
- (v) IS code of practice for structure safety of building loading standard (Revised IS: 875-1969).

3.0 The tenderers must have a sound engineering organization and experience of having executed large works of the nature and magnitude similar to the work being tendered for and should submit details and certificates in support of the same along with the tender.

4.0 SITE VISIT:

4.1 The tenderers are advised to visit the site of work before tendering for proper appreciation of site conditions.

## 5.0 PLAN UNDER WHICH THE WORKS ARE TO BE CARRIED OUT.

6.0 The drawings for the works can be seen in the office of DRM/ N. C. Rly., Prayagraj. These drawings are meant for general guidance only and in terms of Clause 7 of Special Tender condition and instructions to tenderers. Railway may suitably modify them without making the Railway's liable for any claims on account of such changes or delay in Modification of them.

## 7.0 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATION:

7.1 At such of the locations where contractor/s road vehicles are permitted to ply adjacent to the running lines and yard, an experienced Gang Man shall be deputed as flagmen at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.

7.2 If the work to be executed is in proximity of the running Railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the Engineer or his authorized representative. No Claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the operation or for any other reasons on this account.

7.3 The contractor shall take all precautionary measures in order to ensure protection of his own personal moving about or working on the Railway premises and shall have to confirm to the Rules and Regulation of North Central Railway, Prayagraj. If the unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.

7.4 Within the station premises, especially on Passenger Platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accidents.

7.5 The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.

7.6 The contractor's employees and workers shall not for any reason operate and appliances or installation of the Railway concerning the safety of the trains movements but they should whenever necessarily notify to the qualified staff who will take necessary steps.

7.7 The contractors shall see that no damage is caused to Railway signaling and transmission wires, stations, installation, communication lines, electric devices, trains of any kind, fencing as well as any rolling stock and in general to all Railway installation and equipment in case of any damages is caused to these due to fault of the contractor and amount of expenses thus incurred will be recovered from the payments due to him.

7.8 The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the track on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper tool box before the labour proceeds for their homes. Tools issued should not be allowed to fall in and unwanted hand who can tamper with the Railway track.

7.9 The contractor shall employ one suitable supervisor to supervise the work site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's side is a must at the site of work.

7.10 Contractor shall provide 150 mm thick white line of lime at a distance of 3.5m from center of existing track. This white line shall be in the entire length where work is going on and or the vehicle/machinery are plying along the track. Nothing extra shall be paid for this.

7.11 Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be in 1.2m height. This will be placed at a distance 3.5m from central line of the nearest track. This shall not be paid separately. The tenderer/s should quote their rates of various items like earthwork/retaining wall accordingly.

7.12 Assistant officer/ Sr. Scale officer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.

7.13 The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all items.

7.14 Machine/vehicles shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m clear of track center shall be done in the presence of Railway employee authorized by Engineer In-charge. The Railway employee so deputed shall ensure safety of the track, with banner flags, hand signal lamps and detonators.

7.15 If vehicles/machinery/materials are to come within 3.5m of the existing track, the work must be done under the presence of an Inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.

7.16 Normally Night working shall be avoided. The night working shall be permitted by ADEN in writing. One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately light. Nothing extra shall be paid for this.

#### **PENALTY DUE TO UNSAFE WORK:**

i) In the event of accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor/s negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed on the contractor.

ii) Railway administration reserves the right to terminate the contract with immediate effect, if the contractor is found responsible for causing an accident without giving any further notice/s to the contractor/s.

iii) In the event of contractor not completing work or leaving it unsafe at the end of day work that and if speed restrictions are required to be imposed, track shall be attended to by the Railway administration immediately at the contractor's cost without any further notice. In addition, the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half-hour or part thereof shall also be recovered.

iv) In the event of contractor starting the job without proper supervision causing accident, he may be prosecuted under Railway Act for unlawfully interfering with the Railway track in addition to the recovery of Rs.20000/- as penalty of every such cases, actual losses, compensation with damages to Railway property.

## 8.0 PROCUREMENT OF RAW MATERIALS:

8.1 The steel and cement required for the work will have to be arranged by the contractor. The Railway shall not be responsible for any loss or any damage incurred by the contractor in connection with such procurement of materials or expeditious completion of the work.

8.2 Safe custody of the material at site is contractor's responsibility until completion of work done by the contractor.

8.3 STEEL: Already discussed.

8.4 The Railway reserves the right to reject the whole or part of the supply, which in the judgment of the Railway does not comply with the requirements of the above mention, IS/IRS code of the practice and drawings. The decision of the Railway in this regard shall be final and conclusive for all purposes in case of such rejection the contractor is bound to replace the material at his own cost.

8.5 Quality test certificate for steel & cement as per relevant IS Code or as desired by Engineers in charge shall be furnished by the contractor at his own cost from the manufacturer/test house before use in case of samples tested do not pass the quality tests conducted, the entire quantity of the batch of cement/steel supplied shall be rejected and returned to the contractor at his cost.

## 8.6 CERTIFICATION OF INSPECTION AND APPROVAL:

Material shall not be used in any case in the work until and unless it is certified by the Engineer's representative that they have inspected the material and approved by them and the same is in accordance with IRS code of practice/ IS Code of practice.

8.7 Facilities must be provided by the contractor to the Railway or its representative for inspection of the store equipment and structure etc. at all stages during execution.

8.8 The contract rates shall also include the cost that may be necessary for stacking the materials, tools, plants, machinery etc. at site of work whether arranged by the contractor or issued by the Railway. The contractor/s shall ensure that the materials are not stacked on slope to the Railway track which may endanger the safety of trains and workmen.

## 9.0 TAXES CENTRAL, STATE, LOCAL:

9.1 All the rates quoted should be deemed to include all taxes, direct levies under central or State or Local bodies Acts or Rules, octroi, royalties etc. and similar imports that may be prevailing from time to time in respect of land, structures and all materials supplied in the performance of this contract.

9.2. Railway will have no responsibility for issue of Form 31 to the contractor for transportation of any material what-so-ever from outside the state border. All such forms will have to be arranged by the contractor at this own cost/resources.

## 10.0 WATER:

The contractor shall be responsible for the arrangement to obtain supply of water necessary for the works at his own cost and rates quoted include the cost of wells or any other arrangement required to be made for procuring water and leading/transporting/conducting water to the site of work, irrespective of the distance from the source, Quality of water as to relevant IS specifications depending upon the type of work will have to be confirmed.

#### 11.0. NOTICE TO PUBLIC BODIES:

11.1. The contractor/s shall give to the Municipality, Police and other authorities, all notices that may be required by law and certain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be liable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night.

#### 12.0 FIRST AID:

12.1 The contractor shall maintain in a readily accessible site first aid appliance including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

#### 13.0. TELEPHONE FACILITIES:

13.1. The contractor shall have to make his own arrangements for providing telephone facilities at the site of work at his own cost. The telephone facilities provided by the contractor shall be allow to be used by the Railway staff without any charge.

#### 14.0. RECORDS AND REGISTERS

14.1 The contractor shall maintain accurate record, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.

The following registers will be maintained at site by the contractor/s

##### i) SITE ORDER REGISTER:

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior Officers and

##### ii) LABOUR REGISTER

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

##### iii) PLANT AND MACHINERY REGISTER:

This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.

#### 15.0 GENERAL:

15.1 The contractor/s are required to complete the works within the specified period as provided in agreement/works order. Railway is empowered to grant extension to the specified period provided in the order, falling within the financial limits of the powers during the currency of the contract, if considered the same as justified or with penalty as per General Condition of contract, 2022.

15.2 Every possible fluctuation in the market rates of labour, material and general conditions and other such possibilities and every kind should be considered before quoting the rates and no claim due to any reasons whatsoever on this account will be entertained afterwards.

15.3 The contractor will be required to give no claim certificate at the time of signing the final bill. Thus, no claim certificate furnished by the contractor constitute special agreement under which contractor submits and acknowledged that no money is due to him in connection with executing of the particular contract by him. Thus, after the contractor has given no claim certificate and his final bill has been finalized to him, the contractor cannot ask for any more payment even if post audit records show that he had been paid less, hence after no claim certificate is given, the contractor cannot even ask for arbitration.

15.4 The contractor shall have to co-ordinate his work with other deptt. i.e. Electrical installation/signal interlocking work which may be related to another contractor or done departmentally. No claim of any kind whatsoever shall be entertained if the execution of any such work being also done by the department/contractor is held up due to their interference or as a result of delay in any of these works.

15.5 If any work ( whether temporary or permanent) or other materials, the value of which has been included in on account bills is destroyed or damaged or has/have for any other reasons to be replaced or restored by contractor, the value of the work or other materials destroyed may be recovered at any time from the contractor as debit due provide that no omission to deduct any amount due to the contractor and no payment made by the Railway to contractor after the aforesaid amount became due and recoverable shall on any ay prejudice or effect the right of the Railway to make such deductions at any time or otherwise to recover the amount as debit due.

15.6 No claim for extra payment shall be entertained on account of the interruption to work due to rain, floods or due to delay in acquisition of land in some portion or any other cause nor will any extra payment be made for the excavation on this account. No claim for earthwork done in low-lying water-logged area, local pits and depressions containing water will be entertained by the Railway.

15.7 All tests what so ever required for the work shall be carried out in accordance with ISI code of practice/Indian Railway concrete bridge code, nothing extra shall be payable to the contractor on this account.

15.8 Individual rate for each schedule items should be for complete finished items, inclusive of all operations and charge and nothing extra will be payable on any account.

15.9 The work will have to be done in close co-operation with the other departments/agencies if any.

15.10 No extra payment will be made for rounding of the corners at the junction of the floors, joints, canners and parapet.

16.0 In case of any dispute regarding interpretation of any of the above clauses, decision of the Divisional Railway Manager, North Central Railway, Prayagraj shall be final and binding on the contractor.

NOTE: All the Special Conditions mentioned above will imply subject to applicability to the type and nature of the work.

I/We agree to abide by the terms and conditions mentioned above.

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Sign. of tenderer

## **SPECIAL CONDITIONS OF CONTRACT – III**

Tender Notice No: 4620262027

Dated: 24.06.2026

Tender No. – 111

Name of Work : Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

### **1.0 GENERAL:**

1.1 **INSTRUCTIONS:** The tenderer must inspect the site of work including locations of materials to be brought in for replacement as well for leading back to the station and acquaint themselves with the roads, heights or embankment, depth of cutting on the sections where work is to be done, leading, lift ascent, descent crossing of lines involves, availability of labour, dumping facilities and all other factors which will have bearing on the works before quoting the rates and the tendered rates should include all such charges incidental to the work. No extra charge whatsoever will be payable.

1.2 The contractor will keep site order book at site with all pages duly top initiated by AEN/DEN in-charge of the work.

1.3 Safety of all the men and equipment of the contractor shall be his own responsibility and for this purpose he will keep close watch on all movements/operations/running of trains etc. in case of any loss/damage occurring to the contractor of his men/machinery, the Railways shall not be responsible and all claims placed on this account will be on the contractor's risk and cost.

1.4 No work on track shall be started by the contractor unless a PWI of the Railway is present at the site of work and he has allowed the contractor to start the work after taking proper precautions at site. The Signalmen, if required shall be provided by the Railways free of cost. In case the contractor starts the work without the presence of an authorization from a Railway's PWI, it shall be treated as tampering with track and he shall be liable for criminal prosecution for endangering public safety.

1.5 The contractor will keep his authorized representative at the site of work to supervise the work of his labour and co-ordinate with the Railway's representative.

1.6 The work shall normally be under taken only between sunrise to sun set, but contractor should make arrangement for night working wherever required by Engineer-In-charge for which no extra payment shall be made.

1.7 The contractor shall arrange for cutting rails wherever required. All cutting equipments and trained staff to do this work satisfactorily will have to be arranged by the contractor at his own cost.

1.8 The contractor shall be responsible for all precautions/measures to ensure safe storage of tools/machinery working maintenance etc. of gases and shall abide by all the rule/laws of the Central /State/Pvt./Local bodies etc. in force. In case of any failure of this account the entire responsibility rest on the contract. The contractor shall also be responsible to ensure safe working at site and in case of loss/damage to lift or property of the Railway on account of contractor's working, the entire responsibility will rest on contractor who will have to bar all such losses/damages/compensations etc. arising out of such incidents. The decision of the Engineer-in-charge on this account shall be final and binding on the contractor.

1.9 Barricading of works side if required to ensure safety shall be carried out by the contractor himself on his own expenses for which no additional payment shall be made.

1.10 Railway will try to provide the Traffic Block as per requirement but it is not compulsory on railway that traffic blocks are available all the days. For non-availability of traffic block, no claim of contractor whatsoever, will be entertained.

## **2.0 TOLERANCE REQUIRED TO BE MAINTAINED BY THE CONTRACTOR:**

(a) SLEEPER SPACING:- It should be within 1cm of standard sleeper spacing e.g. if the standard sleeper spacing is 65cm the contractor keep the sleepers from 66cm to 64cm. If the spacing is beyond this limit, no payment will be made to the contractor. However, in case of welded joints the standard sleeper spacing may be varied by the Railway's representatives.

(b) SQUARING OF SLEEPERS: It should be within 1cm of its correct position. It may be clarified that the sleeper is required to be brought to the paint mark of the standard sleeper spacing on one side rail and then on the other rail it should be in the correct position so that it is right angled (AT 90 angle) with the running of rail. For this purpose, a mark on the other rail will be made with the help of P. Way Square and then the sleeper should be within 1cm of either side of this mark.

(c) DRIVING OF FITTINGS: All the fittings should be correctly driven as per design. In case the sleepers are out of center (The center of sleeper does not coincide with the center line of the track) such sleepers will have to be shifted to make the center line of track and center line of the sleeper coincided so that the fittings are correctly provided. In case the contractor fails to provide complete fittings in their correct designed position, the payment will not be made to the contractor. The driving of ERCs and other fittings should also be as per design. No over driven or under driven ERCs will be allowed.

## **3.0 SPECIFICATIONS FOR CASUAL SLEEPER RENEWAL**

(i) The above item of the work envisages provision interlacing of New/S-sleepers in place of the existing U/S Sleepers and removal of old sleepers along with complete fastening related work and packing of sleepers as specified in the Schedule in the existing track at locations as per Railway's requirements and /or as directed by the Engineer-In-charge or his representative complete with providing of rail- fastenings etc. and all incidental works.

(ii) The nominated locations for the purpose of this work should be inspected by contractor before submitting the tender and the accepted rate is deemed to be including of all incidental works.

(iii) Without in any way restricting or modifying the provisions of the General Condition of Contract in this regard, the rate for the above quoted work shall be inclusive, of all contractor's labour, materials, consumables, tools and plants and machinery complete for the schedule.

(iv) The measurements for payment shall be as per schedule are accepted by the Engineer or his representative.

(v) The work shall be carried out strictly as per Railway's standard drawing instruction laid down in IRPWM and the instructions of the Engineer or his representative decision in this regard shall be final and conclusive.

(vi) The work shall be carried out under the supervision of the Engineer-In-Charge or authorized representative under speed restriction.



(vii) The work will be done without traffic block; hence, all precautions are to be taken by the contractor so that trains can pass safely at 20/30 kmph speed from site, with causing any detention to them, at least two sleepers must be available well packed either side of sleeper being tackled for renewal.

(viii) Lifting of track is not permitted for inserting/removing PRC sleepers from track.

(ix) No damaged sleepers are to be put in track.

(x) Removed CST-9/ST/WS/Damaged PRC sleepers will be stacked properly and not to be thrown haphazardly causing damage to them.

#### **4.0 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATIONS:**

4.1 Measures to be ensured prior to start to work. Before starting any track work the Engineering in-charge of the section shall ensure that he has complete knowledge of the following aspects:

4.2 Name & address of the contractor assigned to execute the work.

4.3 Contractor's list of the number(s) of individual vehicle(s), names and license particulars of the driver(s) proposed to be used.

4.4 At such of the locations where contractor/s road vehicle are permitted to ply adjacent to the running lines and yard, an experienced trackman shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.

4.5 If the work to be executed is in proximity of the running railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the engineer or his authorized representative. No claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the rescheduling of the operations or for any other reasons on this account.

4.6 The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working in the Railway premises and shall have to conform to the rules and regulations of North Central Railway. If any unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.

4.7 Within the station premises, especially on passenger platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accident. The works must carry out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.

4.8 The contractor's employees and workers shall not for any reason operate any appliances or installation of the Railway concerning the safety of the trains movement but they should whenever necessarily notify to the qualified Railway staff who will then take necessary steps.

4.9 The contractors shall see that no change is caused to Railway signaling and transmission wire, stations, installation, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and in general to all Railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of any one on his behalf all repairs there required will be carried out by the Railway at the

entire cost of the contractor and amount of expenses thus incurred will be recovered from the payment due to him.

4.10 The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the tracks on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper toolbox before the labour proceed for their homes. Tool issued should not be allowed to fall in and unwanted hand who can taper with the Railway track.

4.11 The contractor shall employ one suitable supervisor to supervise the work at site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's site is a must at the site of work. Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from center of nearest existing track. This white line shall be in the entire length where work is going on and / or the vehicle / machinery is plying along the track. Nothing extra shall be paid for this.

4.12 Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be of 1.2m height. This will be placed at a distance of 3.5 M from Centre line of the nearest track. No extra payment shall be done for this.

4.13 Contractor shall ply road vehicle only between Sunrise and Sunset. In case of emergency where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also, additional staff shall be posted as necessary for night working.

4.14 Where ever provided the Engineering Indicator Boards will be of luminous material as provided in the P-Way Manual.

4.15 Look out man shall be posted where necessary.

4.16 The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.

4.17 While digging in station area, if any cable is found, digging should be stopped and concerned signaling/electrical staff should be informed immediately.

4.18 There shall be proper communication system available at the work site.

4.19 Machine / vehicle shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m of clear track center, track shall be protected as per para 806 (i) of IRPWM and shall be done in the presence of the Railway employee authorized by the Engineer-in-charge. The Railway employee so deputed shall ensure safety of track, with banner flag, hand signal lamps and detonators.

4.20 In case, work is planned to be done within 3.4m of center line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per Para No.806 and 807 of IRPWM are taken.

4.21. Normally, night working shall be avoided. A night working shall be permitted by ADEN/DEN in writing. One inspector shall be specifically deputed to supervise the night working. The site / area where night working is to be done shall be adequately lit. Nothing extra shall be paid for this.

4.22 The work has to be done in accordance to direction of Engineer In-Charge in connection with PCE's Circular 103 (R).

## **5.0 SAFETY OF TRACK AND MEN:**

5.1 The tenderer must note that the work is to be executed in the close proximity of running track. All labour and staff must be aware of the running trains. No tools and plants should be brought near the track to infringe the schedule of dimensions. Work very near to the track will be done only under the personal supervision of the authorized representative of the Engineer. Railway will not be responsible for any loss of life or property or delay in speed restrictions/block. It may be ensured that no shuttering scaffolding etc. infringes the schedule of dimensions at any time.

5.2 It may be noted by the contractor/tenderers that excavation/concreting in foundations is to be done in close proximity of the running track. No temporary arrangements are proposed in the running track to carry out the excavation / concreting. As such contractor may have to do additional works like shuttering, shoring, timbering etc. as per the direction of Engineer-in-charge, so that earth does not give way underneath the track and is fully protected and there is no interruption to the movement of the Railway traffic.

5.3 The Tenderer/Contractor will be required to take all necessary precautions and steps for proper and safe working and safe movement of trains on track on which work is being executed and adjoining tracks. In case if it is noticed that due precautions and care is not being taken by the Contractor, then Rly may take action as considered necessary depending on the field condition and the cost for the same will be recovered from the contractor's dues. For the first default a written warning will be issued through letter/site order book. In second default for same item, a token penalty of Rs.2,000/- will be imposed.

5.4 As the work is to be executed in the double line section & traffic on the adjoining (DN) line will run at full speed, hence the contractor shall make his own arrangements including sound of hooter alarm for looking after his labour and other persons from the danger of traffic on the other lines.

5.5 In case an accident happens at the work spot, the findings of the enquiry committee set up by the Railway to investigate the case of the accident shall be final & binding on the contractor. In the event of the findings, the contractor is held responsible for the accident, the contract is liable to be terminated forthwith and further action will be taken accordingly.

5.6 The contractor shall not start any work on the open line track without presence of the competent Railways supervisor at site. In case, the contractors or his representative starts any work in absence of the Railway supervisor, it shall be treated as un-authorized and illegal tampering with the track and shall be liable for action under the Indian Railway Act.

5.7 From Railway side, necessary protection arrangement as per IRPWM 2020 will be made and for that only four Railway Employees (excluding Railway Supervisors) will be deployed. Tenderer/Contractor will have to arrange necessary labour to work for safety protection in the guidance of Railway Employee.

5.8 After completion of work, the released sleepers and fittings should be properly stacked from the track to be kept clear of moving dimensions.

5.9 The unloaded ballast/ rails/ sleepers/other P. Way materials after unloading along the track should be kept clear off moving dimension and stacked as per the specified heights and distance from the running track.

5.10 The contractor will ensure that no obstructions are caused which may endanger to safety of track while working at site. Any loss caused to Railways due to negligence of the contractor will be recoverable from the contractor, as decided by the Railway Administration.

**6.0 SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREAS:**

6.1 No electrical work close to running track shall be carried out without permission of railway representative.

6.2 A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.

6.3 No electric connection etc. can be tapped from OHE, If found, penalty as per given by Electrical department of Railway

6.4 Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.

6.5 Power block is correctly taken and permit to work' is issued.

6.6 The structure bonds, tack bonds, cross bonds, longitudinal rail bonds are not disturbed and if disconnected for work, they are reconnected properly when the work is completed. The track level is not raised beyond the permissible limit during the.

NOTE: All the Special Conditions mentioned above will imply subject to applicability to the type and nature of the work.

I/We agree to abide by the terms and conditions mentioned above.

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Sign. of tenderer

## **SPECIAL CONDITONS OF CONTRACT-IV**

Tender Notice No: 4620262027

Dated: 24.06.2026

Tender No. – 111

Name of Work : Provision of pathways at various railway stations between Prayagraj-Kanpur section under the jurisdiction of Sr. Divisional Engineer/II/Prayagraj.

### **SPECIAL CONDITONS AND SPECIFICATION**

#### **PROCEDURE OF DEEPSCREENING OF BALLAST AND PROVIDING CUSHION WITHOUT BLOCK**

(a) Detailed procedure – A day's length will be screened as per the procedure detailed below:

Stage-I The ballast should be removed from space 'A' & 'B' on either side of the sleeper '1' down to final formation level and wooden blocks provided to support the rail for passing trains.

Stage-II The ballast is removed from under sleeper '1' down to final formation level / sub ballast level.

Stage-III The ballast should then be screened and placed back under sleeper '1' which should then be packed.

Stage-IV The wooden blocks from space 'A' should then be removed.

Stage-V The ballast from space 'C' down to formation level should be removed and 'C' at screening, be placed in space 'A' up to bottom of sleeper. The balance may be taken outside the track and screened. The rail in space 'C' should be supported with wooden blocks.

Stage-VI The ballast should be removed from under sleeper '2' down to formation level.

Stage-VII Screened ballast should be provided under sleeper '2' and sleeper well packed.

Stage-VIII The ballast from space 'D' down to formation level should be removed and after screening, be placed in space 'B' up to bottom of sleepers, the balance may be taken outside the track and screened. The wooden blocks should be removed from space 'B' and placed to support the rail in space 'D'.

Stage-IX The ballast from under sleeper '3' should be removed and so on till the whole rail length is provided with screened ballast up to level of the bottom of sleepers.

Final Stage- The track should be lifted to provide additional cushion where required. The track should be packed in the final position and then boxed.

Sequence of the operations is shown in the sketch on next page:

(1) The following points may be kept in view while doing the work -

(i) No unscreened length should be left between screened lengths of the track at the same time.

(ii) It should be ensured that stone ballast is being removed from any sleeper manually. There are at least four sully supported sleepers between it and the next sleeper worked upon.

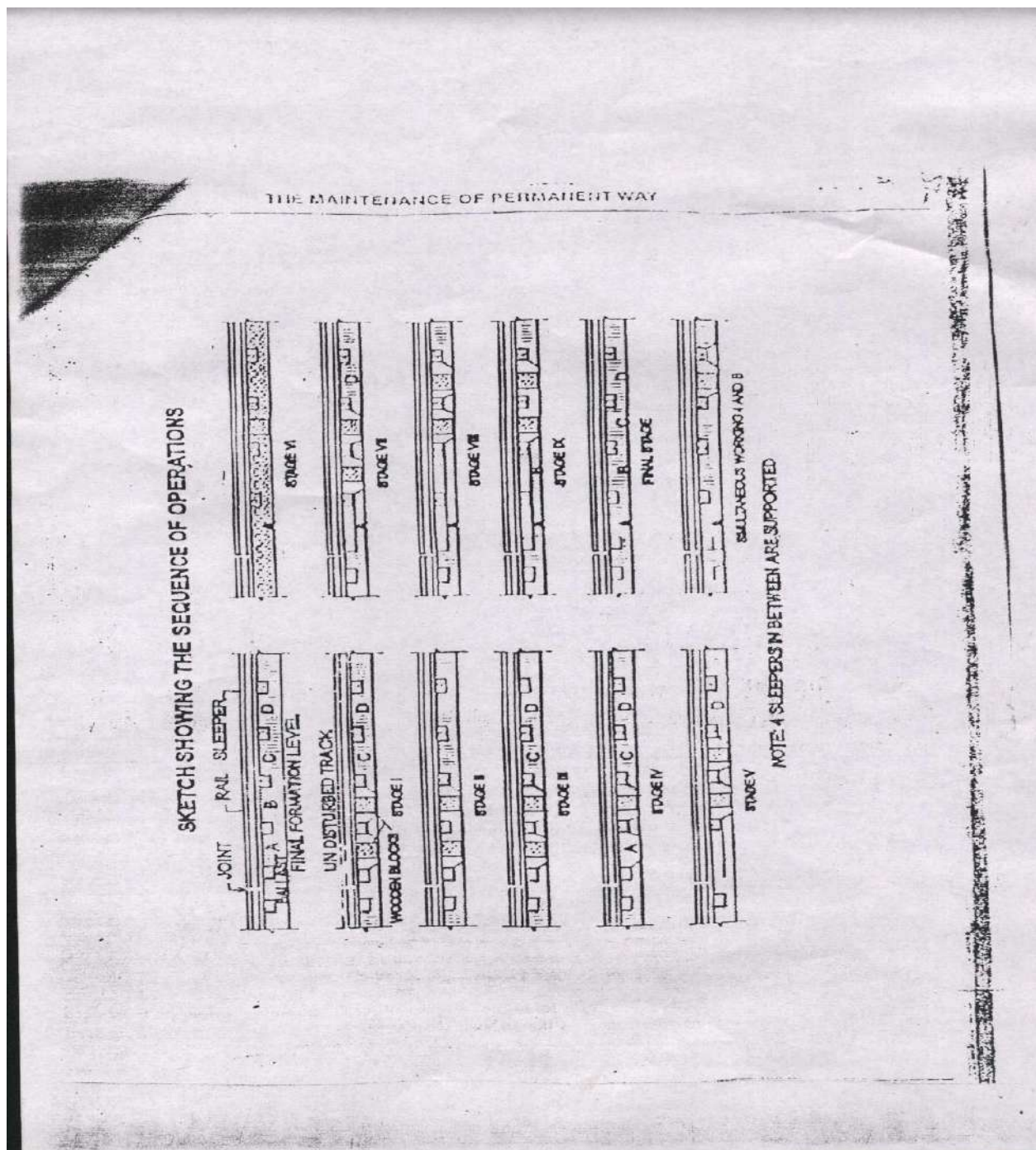
(iii) Lifting should be limited to 50mm at a time.

(iv) It should be ensured that packing, cross levels and grade run off are satisfactory before closing the day's work.

(v) The work should be done under a speed restriction of 20 Kmph.

- (vi) The speed should be gradually raised as in Para (g) below which will vary depending on the type of maintenance in the section.
- (g) Schedule for working and speed restriction to be observed in deep screening work.
- (2) With Manual Packing – The details of the work to be carried out in stages on various days after the starting of the screening operation and the speed restriction recommended to be imposed as per table I of IRPWM 2004. According to the above schedule, normal sectional speed can be resorted on the 21 days.

# SKETCH SHOWING THE SEQUENCE OF OPERATIONS



## **LINKING OF AUXILIARY TRACK WITH 60Kg / 52Kg 15/20 RAIL PANELS OR ANY OTHER RAIL LENGTH:**

(a) Rail panels of 15/20 rails or any other length panels available alongside of track in advance will be used for formation and auxiliary track centrally with B.G. running track at 3.4 meters gauge on CST/9 Pots/Wooden/ST blocks at spacing of 1.5 to 2.0 meters (as decided by Engineer In-charge of the work). Sleepers will be properly packed with ballast. The contractor shall link these rails over CST/9 Pots / Wooden / ST blocks after pairing them if required and fasten the rail ends with fish plates.

Provision of rail closure for linking of auxiliary track will have to be done by the contractor. Pulling of rails if required up to 52 meters will have to be done by the contractor at his own cost under supervision of Railways representative using cess rollers. He will also provide fish plates and bolts which will be supplied by the Railways free of cost. The quality of auxiliary track will be certified by the PWI / In-charge at site on the basis of packing conditions, levels and alignment as per the laid down standards of the Railways.

(b) To avoid buckling of auxiliary track due to rise in temperature distressing of the same may have to be done by the contractor at high temperature if so, directed by the Engineer Incharge of the work. Nothing extra shall be paid to the contractor on this account.

(c) The fabricated sleeper panels will then be laid by Railways using PQRS replacing old panels by 12.6 meter or other rail length panels.

(d) Rail panels of 20/15 rail panels or any other length from auxiliary track will now be dismantled for putting in track releasing 13.2 / 12.6-meter (or any other length) panels. This will release CST/9 pots / wooden / ST blocks from auxiliary track. All these released CST/9 Pots / wooden / ST blocks will have to be lead ahead by the contractor for auxiliary track. The rate of linking auxiliary track will include this job of leading CST/9 Pots / Wooden / ST blocks and nothing extra shall be paid on this account.

(e) The contractor shall always ensure that sufficient length of auxiliary track is available ahead of the actual relaying work.

(f) CST/9 Pots/Wooden/ST blocks used for formation of auxiliary track after being released shall be taken ahead for subsequent use and formation and auxiliary track. Normally one Km. of auxiliary track shall be made prior to start of the work of renewal of PQRS and daily 30 to 40 panel length shall be laid ahead for day to day work. While the work is in progress the contractor shall ensure that no material / tools and plants are kept in such a way that these foul the tracks.

### **1.1 PAIRING OF 60KG RAIL PANELS FOR WORK BY BRINGING THERE IN UPRIGHT POSITION, SHIFTING LONGITUDINALLY TO ELIMINATE THE GAP IN BETWEEN AS REQUIRED TO CARRYOUT THE WORK OF RAIL RENEWAL / MAKING AUXILIARY TRACK ETC.**

(a) The work will be under taken between sunrise to sunset.

(b) 20 rails or shorter panels of 60Kg rails will be unloaded alongside the track by Railway in advance. These panels will first be brought on the shoulders after levelling the ballast on shoulders. The panels will then be brought in upright position. The upright position means the similar position of rails as in normal track. The panels should not be tilted.

(c) For pulling of rails panels, contractor will arrange non-infringing rollers as per standard adopted by Railways so that panels are not damaged. Direct hitting / pushing of panels are not permitted.



- (d) After brining the panels in upright position, these will be shifted longitudinally by pulling the panels by the contractor at his own cost. The pulling will be done to eliminate the gap in between the panels. A gap up to 52 meters will be eliminated by pulling the panels, after which, rail closure will be given to the contractor within 200 meters of work site.
- (e) Adjacent panels will be kept sideways so that they do not touch each other in normal circumstances and can be joined with fish plates by alright side shifting of panels. Wooden blocks will be provided between two panels at the joint so that they do not touch each other.
- (f) Temporary bonding of panels will be done by the Railways whenever continuous length becomes more than 300 meters. The contractor will also ensure that unless proper bonding is done, fish plating will not be done to make continuous panels of 300 meters or more. If work is stopped on this account, nothing extra will be paid to the contractor.
- (g) This work is part of rail renewal / auxiliary track making and nothing extra shall be paid. Tenderer is supposed to do the work of pairing at his own cost.
- (h) The P.Way fittings shall be supplied to the contractor at the base depot. He shall be responsible for its proper storing, guarding etc.

## **2.0 REMOVING SERVICE RAILS AND PUTTING BACK RAIL PANELS:**

- (a) After laying of panels has been done with PQRS, the contractor will do the work of replacement of these panels with 60Kg with new panels.
- (b) After laying of PRC panels by the Railways the contractor will use the disconnected the rails of auxiliary track. He will correctly place 60Kg / 52Kg rails released from auxiliary track or rail panels lying outside the track in position as directed by the PWI of the Railways so that the rail renewal is done properly. For this purpose, the contractor may be required to do up to a maximum of 52 meters of pulling of these rails outside the track to bring them in position. All these works will have to be done by the contractor at his own cost and nothing extra shall be payable to him on this account.
- (c) After the rails lying outside have been placed in the correct position, the contractor will remove the fish plates and bolts / clamps of the rail joints of the panels lying inside the track. All the released fish plates, bolts & clamps will be stacked properly. Simultaneously the fastenings of the sleepers with the rails like ERCs, liners etc. will also be removed. The rails are thus made free of sleepers. These rails then be taken out of the rail seats.
- (d) The rail panels of 15/20 rails or any other length lying outside the track will now be brought into the track sleepers and put at correct position over rail seat of the sleepers. While doing this, the contractor will ensure that the rubber pads are placed in position correctly. The joints of all these rails put in track will be fastened by providing fish plates and bolts with proper expansion gaps as directed by PWI of the Railways.
- (e) After linking both rails in the track with approved fastenings the contractor will do alignment of the track as directed by the site In-charge.
- (f) The work of rail renewal will be done in a traffic block only.
- (g) The contractor will keep all the fish plates, bolts, nuts, clamps etc. in safe custody and plates, bolts, nuts, clamps etc. will be deposited by the contractor in PWI's store.
- (h) Any other works as applicable out of following Item No.2.1 shall also be carried out at contractor's costs.

## **2.1 REPLACEMENT OF EXISTING 52/60KG RAILS IN MAIN LINE WITH 60KG RAILS IN MAIN LINE WITH 60/52KG 15/20 RAIL PANELS SWP WITH OR WITHOUT RENEWAL OF FITTINGS:**

- (a) The contractor will do the work of replacement of existing rails with 60KG/52KG 15/20 rail panels/SWP rails. The work will not be started by the contractor till such time a PWI of the Railways is present at site of work and has allowed the contractor to start the work. Before starting the work, the site will be protected by display of flag, flagman for this purpose will be provided by the Railways free of cost.
- (b) The work will be under taken between sunrise to sunset.
- (c) Rail panel of 15/20 rails/Short Welded Panels shall be made available by Railways along the track. Contractors will correctly place these 60Kg/52Kg 15/20 rail panels / SWP rails in position as directed by the PWI so that the rail renewal is done properly. For this purpose, the contractor may be required to do pairing / pulling of 60/52Kg panels by bringing the unloaded panels in upright position shifting longitudinally to eliminate the gaps (up to 52meters) in between the panels outside the track to bring them in position. All these works will have to be done by the contractor at his own cost and nothing extra shall be paid to him on this account.
- (d) After the rail lying outside have been placed in correct position, the contractor will remove the fish plates and bolts / clamps of the rail joints of the panels lying in track. All the released fish plates bolts and clamps will be stacked properly. Simultaneously the fastenings of the sleepers with the rails like ERCs liners etc. will also be removed. The rails are thus made free of sleepers. These rails will then be taken out of the rail seats.
- (e) The rail panels of 15/20 rails/SWP of 52Kg/60Kg lying outside the track will now be brought on the sleepers and nut at correct position over the rail seats of the sleepers. While doing this, the contractor will ensure that the rubber pads are placed in position correctly. The joints of all these rails now put in track will be fastened by providing fish plates and bolts with proper expansion gaps as directed by the PWI of the Railways. Holes in rails if required will however, be drilled by the Railways at its own cost.
- (f) The rail on one side will be fastened with the sleeper by providing sleeper fittings like ERC etc. The contractor will be responsible to provide all the sleeper fittings in correct position. The rail on the other side will then fastened to the sleepers at square with respect to the other rails already fastened. Squaring of sleepers if required shall be done by contractor at his own cost and nothing extra shall be paid on this account.
- (g) Renewal of fitting rubber pad, liners, pandrols shall be done along with rail renewal. For this purpose, existing rubber pads shall be removed and new rubber pads shall be provided in correct position at this stage. Similarly new liners and pandrols shall be provided. All fittings / fastenings shall be fixed in correct way, complete and tight on the same block day before sunset. Rates of fastening renewal are included in through rail renewal. Nothing extra shall be paid.
- (h) After linking both rails in the track the contractor will do alignment of the track as directed by PWI of the Railways.
- (i) The work of rail renewal will be done in a traffic block only.
- (j) The contractor will hand over duly stacked all the fish plates bolts, clamps, rubber pads, pandrols, liners released by him from rail renewal to the PWI of the Railways at the site of work / PQRS base depot store as directed.
- (k) The contractor will classify combination liners, compound fish plates and hand over these to the place where these are required in the block section. Nothing extra shall be paid for this.

- (l) Site must be made fit for 30 Km/h speed restrictions after renewal.
- (m) Any gap at the F/P joints will be properly closed by putting suitable length 52Kg closures and rail pieces in 52Kg portion only. Compound fish plate 60/52Kg shall be fixed at junction point.
- (n) A suitable length rail closure of 60Kg / 52Kg may be provided at the end of new panels as directed by site engineer.
- (o) Fish plated 60Kg / 52Kg joints will be properly supported by wooden blocks till they are welded.
- (p) If any work requires, shifting of adjoining sleepers for cutting of rails, the work of shifting of sleepers and packing will be done by the contractor at his own cost.
- (q) When the work is completed, the contractor shall return all fish plates, bolts and clamps surplus to the requirement for future working to the Railways at the PWIs base depot store. For any shortage of fittings, the cost of the same will be recovered from him @ book rate or purchase rate whichever is higher + 5% freight + 2% incidental charges + 12.5% supervision charges on this rate.

A penalty of Rs.2/- per meter of less progress from the target progress being 260 track meter per block, shall be imposed and recovered from contractor's bill.

### **3.0 DISMANTLING OF AUXILIARY TRACK:**

Contractor will discount the auxiliary track by removing sleepers, fastenings and take out the rails from CST-9 pots/Wooden/ST blocks laid under these rails.

### **4.0 LEVELLING / LOWERING BY 25MM TO 75MM OF BALLAST BED:**

All items' incidentals to Item NO.14 shall be carried out by the contractor as per schedule to complete the work. Decision of site in-charge in this regard will be final.

### **5.0 CUTTING OF RAILS:**

- (a) The above item of work envisages cutting of rails on cess /running track as specified in the schedule at isolated locations / Railways nominated depots / stacks as per Railway's requirements and / or as directed by the engineer or his representative complete with handling of rails and all incidental works.
- (b) It is presumed that the nominated depots / stacks / locations for the purpose of this work shall have been inspected by the contractor before submitting the tender and the accepted rate is deemed to be inclusive of all leads, lifts & descent and incidental works.
- (c) Without in any way restricting or modifying the provision of the General Conditions of Contract in this regard the rate for the above work shall be inclusive of all cost of contractor's labour, materials like blades etc. consumables, tools & plant and machinery including rail cutting machines etc. complete.
- (d) The measurement for payment shall be for each complete cut at correct locations and accepted by the engineer or his representative.
- (e) The work shall be carried out strictly as per instructions of the engineer or his representative whose decision in this regard shall be final and conclusive.
- (f) In addition to the above, the work shall conform to the following:
- (i) The cut shall be made in a plane truly at right angle to the foot as well as running edge of the rail.

- (ii) Cut pieces of rails shall have to be returned by the contractor at Railway's nominated depots / locations at his own cost.
- (iii) The burr, if any, shall have to be removed by the contractor by using his own chisel and hammer, deburring kits.
- (iv) Flame / Gas cutting is forbidden except given in schedule by gas cutting.
- (v) For preventing longitudinal movement of sleepers notching of rail foot of guard rail is to be done on every alternate sleeper, when guard rails are fixed in wooden sleepers. The size of notch should be such as to accommodate stem of dog spike / rail screw and should be able to effectively arrest relative movement between rail and sleeper. The payment for nothing of guard rail shall be in number of notches cut. The size of dog spike stem is 16mm x 16mm and that of rail screw 20mm dia. Notches of 19mm x 19mm for dog spike and 22mm x 22mm for rail screw would serve the purpose.
- (g) For all works on the running track or adjacent to running track, the protection of work site shall be ensured by the Railways at its own cost. However, the contractor in addition will provide the necessary lookout men to ensure safety of his workmen/workwomen and the instructions given by engineer or his representative in this regard and as stipulated in special conditions of contract should be strictly adhered.

**6.0 GAS CUTTING OF RAIL IN / OUT SIDE OF TRACK VERTICALLY, GAS CUTTING OF RAIL THROUGH WEB / FLANGE INCLUDING ANY STEEL PLATE OF THICKNESS UP TO 10MM AND BENDING OF 52KG RAILS FOR MAKING FLARE IN CHECK RAILS AT LEVEL CROSSINGS:**

- (a) The contractor shall keep his own gas cutting arrangement at site of work at all times. This will consist of at least three cutters. In case of emergency the Railway shall be at liberty to use these gas cuttings arrangements and the payment to be made to contractor will be limited to the reimbursement of the cost of consumed gas only if the item of work done is not covered by this schedule.
- (b) No work on track shall be started by the contractor unless a PWI of railway is present at the site of work and he has allowed the contractor to start the work after imposing suitable speed restriction if required and protection of site of signals. The signalman shall be provided by the Railway free of cost. In case the contractor starts the work without the presence of an authorization from a Railway PWI, he shall be liable for criminal prosecution for endangering public life.
- (c) The contractor shall be responsible for taking all precautionary measures to ensure safe storage, transport, working maintenance etc. of gases, correct and proper usage of gas and shall abide by all the rules / laws of the Central / State Govt., Local bodies as are in force. In case of any failure on this account the entire responsibility will rest on the contractor. The contractor shall also be responsible to ensure safe working at site and in case loss / damage to life or property of the Railway or anyone else taken place on account of contractors working the entire responsibility will rest on the contractor who will have to bear all such losses / damages / compensations etc. arising out of such incidents. The decision of the Engineer on this account shall be final and binding on the contractor.
- (d) All equipment / machinery, gases, trained staff and labour for gas cutting of rails including transport to site of work and back will have to be done by the contractor at his own cost. Nothing extra shall be paid on this account.
- (e) All materials / rails removed by gas cutting shall be the property of the Railway and the contractor shall not be entitled to take away any cut rails / part thereof etc.

(f) The contractor shall be responsible for safe custody of tools and plants being used by him and his labour. He shall ensure that the labour on work keep their tools clear off the track on the approach of the train. In no case labour be permitted to make tools to their homes and they should be asked to deposit them in proper tools boxes. The contractor should secure these tools in proper tools boxes, in such way that tools issued do not fall in unwanted hands who can temper with the railway track.

(g) Gas cutting of rails will be required during block also and gas cutter with equipment and gas will remain available with throughout the block. The contractor will not claim any reasons, the work of contractor may be reduced / stopped decided by the engineer. The contractor shall not be entitled to prefer any claims for less / damage suffered on this account.

(h) If block bursting is caused due to failure of gas cutting equipment, then the penalty will be imposed as per penalty clause.

(i) Rails released by RR will be length equal to one day's progress. These will be cut by the contractor on the same day leaving the maximum length of panel as 200 meters. If longer than 200 meters panel is left then a penalty of Rs.1/- per meter shall be imposed.

(j) The cuts should be vertical.

(k) Above conditions apply for hacksaw cutting also. In above conditions, word gases, equipment's shall be treated as hacksaw blade / mechanical cutting arrangements.

(l) Longitudinal gas cutting if required shall be also done by contractor whose payment shall be made treat by 200mm cutting as 1 cut of rails.

#### **6.1 LONGITUDINAL GAS CUTTING:**

(a) Longitudinal cutting will normally be required outside the traffic block but in some cases, it may be in traffic block also.

(b) The contractor may be asked to cut in any shape as per marking done by the PWI. Nothing extra will be paid for non-straight cutting also.

#### **7.0 DRILLING HOLES IN RAILS:**

(a) The above item of work envisages drilling of holes in rails on cess / running track of diameter as specified in the schedule at isolated locations / railway's nominated depots / stacks as per Railway's requirement and / or as directed by the Engineer's his representative complete with handling of rails and all incidental works.

(b) The nominated depots / stacks / locations for the purpose of this work shall have been inspected by the contractor before submitting the tender and the accepted rate is deemed to be inclusive of all leads, lifts, descents and incidental works.

(c) Without in any way restricting or modifying the provisions of the General Conditions of Contract in this regard, the rates for the above quoted work shall be inclusive of all costs of contractor's tools & plants and machinery including drilling machines, drill bit, consumables, chamfering equipment etc. complete for the above.

(d) The measurements for payment shall be for each hole drilled in rails and accepted by the engineer or his representative.

(e) The work shall be carried out strictly as per the Railways standard drawings and / or as given in the Indian Railway Track Manual and instructions laid down in IR0PWM and the instructions of engineer or his representative whose decision in this regard shall be final and conclusive.

(f) The finished diameter of the hole in the rail shall be as follows:

Rail Section	Hole dia (mm)
60Kg., 52	32mm
90R, 75R, 60R	28mm

(g) In addition to above following shall be adhered to:

(i) No punch or reaming / drifting will be permitted.

(ii) After drilling the hole, the same shall be chamfered with chamfering tools to remove burrs and for work hardening the hold as per directions of engineer's representative.

(iii) The use of flame / gas cutting equipment is for hidden.

(h) For all works on the running track or adjacent to running track, the protection of work site shall be ensured by the railway at its own cost. However, the contractor in addition will provide the necessary lookout men to ensure safety of his workmen/workwomen and the instructions given by Engineer or his representative in this regard and as stipulated in special conditions of contract should be strictly adhered to.

**8.0 SPECIFICATIONS OF FOLLOW UP (POST ATTENTION WORK) TO TSR, RR & BEFORE EACH ROUND OF TTM PACKING i.e. SPACING, SQUARING OF SLEEPERS, GAUGING, BALLAST BOXING & DRESSING:**

(a) All items' incidentals to Item No.18 shall be carried out by the contractor as per schedule to complete the work. Decision of site in-charge in this regard will be final.

(b) Payment will be made per meter of track attended completely only once irrespective of no. of TTM.

(c) The follow up work will be done after the rail renewal, TSR and before each round of TTM packing.

**NOTE-A:** Contractor should keep in mind that after each unloading of DMT ballast is required to be boxed along the sleepers, but ballast profiling shall be done in final round only.

**NOTE-B:** TTM packing shall be taken for granted for 4-5 rounds per C.T.R. sites. During each round, contractor shall be required to depute 8-10 staffs for pre-post TTM attention works.

(d) All the PRC sleepers laid will be checked for the spacing and squaring. Sleeper spacing will be corrected so that it becomes  $60 \text{ cms} \pm 2 \text{ cm}$ . Squaring of sleepers will also be done simultaneously and it should not be more than 1cm out of square.

(e) The work of correcting the spacing and squaring may be started on the day of laying itself and it must be completed within two days after laying. For example, sleepers laid on 10th day must be completed by 12th day. If the work is not completed within this period, ballast may be unloaded and TTM packing may be done by the Railway and the labour input for doing correction of spacing and squaring may increase, for which nothing extra shall be paid. However, a penalty will also be imposed as per penalty clause.

(f) In case the work of spacing and squaring is not completed within two days after laying, the Railway will be free to use its own labour. Nothing will be paid to the contractor for the work of spacing and squaring done by the Railways. Whereas penalty will be imposed @ Rs.2/- per meter.

(g) Following instruction of pre-requisites, pre-tamping and post-tamping precautions shall be completed by contractor as per requirement.

**(h) PRE-REQUISITES FOR TAMPING:**

Adequate ballast shall be available in the cribs and shoulders to allow for a general lift (about 20mm in each tamping operations) and packing of sleepers.

**(i) PRE-TAMPING PRECAUTIONS:**

(i) Rails shall be kept clear of ballast for about half of their height to ensure proper clamping of the rail head by lifting / lining rollers of the machine.

(ii) Rail clamps of the machine are not avail to grip the rail head wherever joggled fish plates are provided at the welds. These plates should be removed temporarily ahead of machine working and replaced after tamping.

(iii) Visibility of the end top of sleepers to the machine operator should be ensured.

(iv) Spacing and squaring of the sleepers should be checked and corrected.

(v) Gauge corrections should be carried out in advance to avoid alignment errors.

(vi) The fastenings must be complete and properly driven missing / defective ones should be recouped / replaced.

(vii) Wooden blocks which are sometimes used as supports under the AT welds and at other isolated spots should be removed.

(viii) Unserviceable sleepers should be replaced with good ones.

(ix) Guard rails at the approaches of the girder bridges should be removed to enable the machine to tamp the approach of bridges.

**(j) CESS CLEANING / DRESSING:**

(a) The cess level shall be required to be maintained up to 650-700mm below rail level up to a width of 1.0m from toe of ballast. For this, required earth work will be done by the contractor subject to 150mm average cut / fill.

(b) Excess loose earth / vegetation on entire width shall be dressed and low-lying area shall be filled up.

(c) All excess earth shall be thrown on the slope of cess.

**(k) POST TAMPING ATTENTIONS:**

(i) The contractor will mark standard sleeper spacing on the foot of one rail by paint (the spacing is at present 60cm). The work will be transferred to the opposite rail with the help of P. Way T square.

(ii) The contractor will then bring the sleeper to these marks of sleeper spacing by planting the crow bar firmly against the sleepers and pushing it. Under no circumstances should sleeper be hammered.

- (iii) Whereas the correct sleeper spacing is to be achieved as standard sleeper spacing some adjustment may have to be done to ensure that no sleeper should come under the welded joints. For this purpose, Railway's representative of the site of work will give directives to contractor to adjust the sleeper spacing in such area as affected by the welded joints. No claim, whatsoever in this regard if made by the contractor will be entertained.
- (iv) Before taking the work of spacing and squaring in hand the contractor or his authorized representative should inspect the sleepers with the site In-charge of the work and if they find out any sleeper broken in the length of work in hand, the same will have to be changed at the time of doing spacing and squaring. The sleepers for replacement if required will be arranged and made available within 200m of the site of work by the Railways. Nothing extra shall be paid to the contractor for this work. If due to any reason the Railways are not in a position to supply sleepers on the day of post attention work the contractor will have to change such broken sleepers on any other day when the sleepers are made available by the Railways at the site. However, this should be done any day of the work of post attention after contractor may refuse to do this work.
- (v) After the sleepers are correctly spaced and squared contractor will provide standard complete fittings in sleepers. All the fittings, so required will, however, be given by the Railways at the PWI's store if such fittings are not already existing on any sleepers. For the correct accountal, daily counting of the existing fittings will be done by the contractor's representative jointly with Railways representative at the site of work to find out as to how many fittings are short. Only after this counting is done and entered into a proper register, the contractor will start his working.
- (vi) For proper follow up work, the contractor will remove all released / new rails lying along with the track in the length in which the work is to be done.
- (vii) After the operations of spacing, squaring and providing fittings, the contractor will correct the gauge to specified tolerances.
- (viii) The contractor will then pick up the ballast available in the shoulders, screen it with the help of 25mm square sieves and put it in between the two sleepers in the tamping zone for TTM working, where required. This work will be done as per directives of Railways representatives at the site who will have the sole authority to decide about the quantum and location of this work. This will however, depend on the availability of ballast in between the sleepers and outside. The remaining muck after sieving will be thrown on the cess slopes, nothing on the cess or in the side drains. The contractor will ensure that no ballast of size 25mm above is thrown away with the muck.

#### **9.0 INSERTION OF 60KG NEW SEJ:**

All items' incidentals to Item No.26 shall be carried out by the contractor as per schedule to complete the work. Decision of site In-charge in this regard will be final.

#### **10.0 REMOVAL AND INSERTION OF PRC SLEEPERS (WITHOUT DEEP SCREENING):**

- (a) The above item of the work envisages interlacing of new sleepers in between the existing sleepers and removal of old sleepers along with complete fastening related work and packing of sleepers as specified in the schedule in the existing track at locations as per Railway's requirements and / or as directed by the Engineer or his representative complete with providing of rail sleeper fastenings etc. and all incidental works.
- (b) The tenderers in their own interest should visit the site of work with the concerned SE/P-Way / ADEN of with their authorized representative after fixing on appointment with them on advance and ascertain the nature



and quantum of work, site conditions, availability of approach roads, availability of labours, water, electricity, land for labour camps etc.

(c) Without in any way restricting or modifying the provisions of the General Conditions of Contract in this regard, the rate for the above quoted work shall be inclusive of all costs of contractor's labour, materials, consumables, tools and plants and machinery etc. complete for the schedule.

(d) The measurements for payment shall be per schedule (Per Track Meter) and accepted by the Engineer or his representative.

(e) The work shall be carried out strictly as per Railway's standard drawings, instructions laid down in IRPWM and the instructions of the Engineer or his representative whose decision in this regard shall be final and conclusive.

(f) The work shall be carried out under the supervision of the Engineer In-charge or his authorized representative under speed restriction.

(g) Work will be done without traffic block; hence, all precautions are to be taken by the contractor so that trains can pass safely at 20 / 30 Kmph speed from site, without causing any detention to them. At least two sleepers must be available well packed on either side of sleeper being tackled for renewal.

(h) Lifting of track is not permitted for inserting / removing PRC sleepers from track.

(i) No damaged sleepers are to be put in track.

(j) Removed 52Kg sleepers will be stacked properly on cess and not to be thrown haphazardly causing damage to them.

(k) SH & U/S released PRC sleepers will be placed separately.

(l) Disposal of muck / soil will be done within a lead of 200m as directed by site engineer.

(m) The through sleeper renewal work shall be primarily done in following sequence. First, interlacing the new sleeper by removing shoulder and crib ballast from in between two sleepers and placing new sleepers there, fixing the inserted sleepers with new 60Kg / combination / old fastenings as per availability. Thereafter removing the old 52Kg sleeper's fastenings, removing shoulder ballast coming in the way of sleepers and lastly removing the sleeper without lifting the track at all and putting back the ballast and again packing.

(n) The sleeper positions shall be marked on the rail foot by the contractor and sleeper should be inserted exactly at these locations without infringing the Railways SOD.

(o) For handling sleepers' standard equipment's should only be used and it must be ensured that no damage is caused to the sleeper. In case of damage to the sleepers due to contractor's negligence, recovery will be made as per prevailing rates.

(p) While laying concrete sleeper's necessary steps have to be ensured to prevent seizure of ERCs in MCI inserts. All the ERCs and MCI inserts should be thoroughly cleaned. Grease to IS 408 1981 should be applied on the central leg of the ERC and eye of MCI insert and then these clips should be driven at the time of making the panels. The grease will be arranged by the contractor at his own cost.

(q) Removing sleeper-rail fastenings and removing the sleepers from the track (including here, minimum removal of 50mm ballast below the bottom of sleeper being inserted if work is not possible by interlacing first).

- (r) Putting back the ballast so removed into track after the insertion of the sleeper.
- (s) Initial packing of the sleeper so inserted so as to maintain track geometry as directed by engineer-in-charge.
- (t) Sleepers and the fittings removed during the operation should be stacked as directed by the engineer In-charge. Payment for extra leads for more than 200m, if any will be made under the relevant items of the schedule.
- (u) For all works on the running track or adjacent to running track, the protection of work site and the workmen shall be ensured at all times and the instructions given by Engineer or his representative as given in special conditions of contract should be strictly adhered to.
- (v) All scattered ballast of crib and shoulder shall be put back by contractor at his own cost.
- (w) Sleepers shall be packed to ensure safety of track for 30 Kmph.
- (x) The released fittings shall be stacked at one place (within 200m of lead).
- (y) In case combination liners are not available, at the time of sleeper renewal, then old 52Kg / new 60Kg fastening shall be used. While doing so contractor shall follow the instructions:

“Here every 5th old sleeper’s shall be left in the track till combination liners for at least these sleepers are arranged by Railways.” However, these sleepers shall be replaced by 60Kg sleeper before rail renewal by 60Kg by contractor.

- (z) **T3741 and T3742 (T-3707 and T3708):** Combination liners shall be painted by red colour and yellow colour respectively for easy identification and fixing on rail sleepers. This work will be done by Railways.
- (zi) Work of fixing of combination liners may be required to be done at later stage subject to its availability at site, for which no extra payment shall be made to the contractor.

11.0 Loading, leading and unloading of PRC sleepers and misc. items crossings, SEJ, rails, small fittings ERC, rubber pad etc. from/to BFRs:

- (i) This work involves loading of PRC sleepers from the yard into Railway BFR / BRH / Wagons / trucks which may be of any type and will be supplied by the railways free to the contractor for loading.
- (ii) The BFR / BRH / Wagon / truck will be placed by the Railways as available and required for loading. The contractor will have no claim for regular supply of BFR / BRH / Wagon / truck for loading as the same will be arranged as available and no claim on this account will be entertained. The contractor should therefore, quote their rates keeping this aspect in view. Further the BFR / BRH / Wagon / truck may be placed in any line / place as convenient to the Railways and the contractor shall have no claim for any particular placement of wagons / truck for loading.
- (iii) The contractor shall lift the released PRC sleepers from the ground from various placed in PQRS yard and load them in the BFR / BRH / Wagon / truck will be in addition to BFRs placed for loading of rails.
- (iv) BFR / BRH / Wagon / truck up to a maximum of 5 will be placed at time by the Railway for loading of PRC sleepers. Those BFR / BRH / Wagon / truck will be in addition to BFRs placed for loading of rails.

(v) When the portal crane is working, the contractor will ensure that his men clear the track well before the arrival of portal cranes and that no labour passes for working under the portal crane which may be standing or moving.

(vi) The lead for transportation of material shall be taken as per Railway track kilometers.

## **12.0 SPREADING OF PRC SLEEPERS AND FABRICATION OF 12.6 TM LONG RAIL PANELS:**

The work of fabrication of panels will include spreading of PRC sleepers and linking of 52Kg / 60Kg 12.6 meters rail or any other suitable length panels as specified by the Engineer with PRC sleepers linked with standard fastenings i.e. pandrols clips, rubber pads and liner etc. at correct spacing of 60cms center to center of sleepers.

(i) The rubber pads will be fixed to PRC sleepers using Khandelwal synthetic glue or any other glue approved by the Engineer. The glue will be arranged by the contractor at his own cost.

(ii) Spacing for linking will be marked on the rails with a fine paint by the contractor under the supervision of PWI in-charge of fabrication depot and the sleepers will have to be laid at the specified spacing of 60cms each (center to center of sleepers). One panel will mean 2 rails of 52Kg / 60Kg 12.5m length (or any other length as specified by the Engineer linked with PRC sleepers with standard fastening at specified spacing of 60cms. The contractor will ensure that the PRC sleepers are laid square in the rail. The contractor will also ensure that ends of rails are also kept square.

(iii) The contractor shall first lift PRC sleepers from stacks & spread them on the same track by using mechanical equipment's. Mechanical means like road crane, mechanical gantries etc. The contractor shall lift PRC sleepers from the track, carry them to the site specified for fabrication of panels on the same track and put them over the rail / panels centrally so that PQRS portals can pass over them without any infringement. The spreading of PRC sleepers will be done by the contractor on the existing or over already linked PRC panels up to a maximum of 8 tiers (one tier for this purpose will mean a rail linked on PRC sleepers). The maximum lead of PRC sleepers from the stack to the site of spreading will be limited to 600 meters. Nothing extra shall be paid to the contractor for lift and lead as specified above. The contractor shall therefore, quote his rates keeping in view that all machinery like gantries etc. operators, labours, fuel etc. will have to be arranged by him at his own cost for lifting PRC sleepers from stacks, leading them to site and spreading them as specified including all lead & lift and nothing extra shall be paid on any account. In case the contractor does not spread the sleepers centrally to track and his causes infringement to the movement of portal cranes on that track, necessary adjustment of PRC sleepers shall be made by deploying departmental labour, the cost of which shall be recovered from the contractor. The decision of Engineer In-charge of the work shall be final in this regard and shall be binding on the contractor.

(iv) After spreading PRC sleepers, the contractor shall bring service rails with a maximum lead up to 600 meters along the same track, lift service rails from ground, put them over PRC sleepers spread by him and link the rails and sleepers at correct spacing after providing rubber pads and fittings. The linking of panels will be done up to maximum of 8 tiers one over the other. Nothing extra shall be paid for leading, lifting, adjustment, slewing of rails / sleepers / fittings for fabrication of panels except for spreading of PRC sleepers. This aspect should therefore, be kept in mind by the tenderer while quoting rates. Minor slewing / shifting of PRC sleepers may be done manually.

(v) The elastic rail clips (ERC) shall be lubricated by the contractor with grease of approved quality before fixing the rails on the sleepers with the help of ERC. The material required for the greasing shall be arranged by the contractor at his own cost. Nothing extra shall be paid to the contractor on this account.

(vi) The contractor shall be required to fabricate adequate number of panels per day as instructed by PWI / ADEN Incharge of the work. In the initial stage service rails for linking of panels will be supplied at site by the Railways. Later on, these will be available from dismantled panels.

(vii) The quality of fabricated panels i.e., squaring and spreading of sleepers, proper positioning of fittings lubrication of ERCs, squaring of rail ends shall be to the entire satisfaction of PWI / Fabrication depot and the engineer in-charge to the work.

(viii) Grease, paint, anticorrosive paint etc. consumable required in the works shall be deposited by the contractor in advance to SE/P-Way In-charge depot and the same shall be issued to contractor for work as requirement. The contractor shall transport the same at their own cost.

### **13.0 LOADING OF FABRICATED PANELS OF 12.6 TM LENGTH PANELS ETC.**

(i) Fabricated panels which are stacked one above the other will be lifted carried and loaded on the BFRs / BRHs placed on the same track.

(ii) The contractor will have to load panels in such a way every day so that total no. of panels on PQRS rake are not less than 40, if otherwise not prevented by Railway's representative.

(iii) Panels will be loaded on BFRs / BRHs in maximum of 4 layers.

(iv) Maximum lead involved will be 450 meters only.

(v) The PQRS rake will be placed in the yard any time after the block. The contractor will first unload released panels and then load fabricated panels.

(vi) The loading of fabricated panels must be completed before 5.00 hrs. In case the rake is placed after sun set, the contractor will have to work during night for which he shall make his own arrangements for lighting.

(vii) If the loading of fabricated panels is not completed up to 5.00 hrs., then the Railway may load panels using departmental portals. In such a case a penalty of Rs.10/- per track meter of track loaded by the railway will be levied on the contractor. No notice for using departmental portals will be given to the contractor by the Railway and the decision of the engineer in-charge will be final. For released panels not unloaded and for fabricated panels not loaded will be imposed separately. No payment to the contractor shall be made for the work done by the departmental portal.

(viii) The PQRS rake is placed in the PQRS yard line up to 23.00 hrs. then the unloaded of released panels and loading of fabricated panels will have to be completed up to 05.00 hrs. The rake is placed after 23.00 hrs. and the loading is not completed up to 05.00 hrs., then the contractor will be allowed loading beyond 05.00 hrs. by the time the rake is placed after 23.00 hrs. or the Railway will use departmental portals after 05.00 hrs. but no penalty will be imposed in such cases during the extra time so permitted.

EXAMPLE: If the rake is placed at 3.00 hrs., then either the loading will be allowed up to 09.00 hrs. or departmental portals will be used. Suppose total no. of panels on PQRS rake at 05.00 hrs. is 20 then balance panels may be loaded departmentally for which neither the payment will be made nor penalty will be imposed.

(ix) Fabricated panels will include intermediate stacking of panels in 3-4-5 layers on ground prior to loading panels into BFR.

#### **14.0 UNLOADING OF 12.6 TM LONG RELEASED PANELS ETC.:**

- (i) After the block, the PQRS rake will be placed in the PQRS yard and the contractor will unload the released panels and stack them on the same track at specified place.
- (ii) Portals or mechanical gantries required for unloading of released panels will be arranged by the contractor at his own cost.
- (iii) The unloading of 40 released panels will have to be done every day.
- (iv) The unloading of released panels will be done soon after placement and will be completed in such a manner that fabricated panels are also loaded before 05.00 hrs. for next day block.
- (v) If the rake is placed in the yard after 23.00 hrs., then unloading of released panels and loading of fabricated panels shall be allowed beyond 05.00 hrs. will be equal to the time the rake is placed after 23.00 hrs. For example, if the rake is placed at 2.00 hrs., then the work will be allowed up to 08.00 hrs. but in such a case the Railway may either use departmental portals or allow the loading beyond 05.00 hrs. If departmental portals are used then no penalty will be imposed but the contractor will not be entitled for any payment or claim.
- (vi) If the rake is placed before 23.00 hrs. but the work of unloading of released panels and loading of fabricated panels is not completed up to 05.00 hrs. then the railway will use departmental portals and a penalty of Rs.5/- per meter of track required for fabrication of panels will be supplied by the Railway in the PQRS yard, in addition to penalty of unloading of released panels. The contractor will not be asked to collect rails from yard other than those released from dismantled panels or brought over release panels or within 400 meters distance from site of fabrication.
- (vii) The payment to the contractor for fabrication of panels will be made on the basis of per meter of track fabricated. Service rails / loose rails placed on released panels at site shall also be unloaded by contractor in base depot for which no extra payment shall be given.

#### **15.0 DISMANTLING OF 12.6M LONG RELEASED PANELS ETC.:**

- (i) Simultaneously, contractor shall do the work of dismantling released panels received from site 12.6 meter or any other length of 52Kg / 60Kg panels with PRC sleepers after they are unloaded by portals / mechanical gantries. The contractor will sort out U.S. and S.S. materials out of released as per direction of PWI In-charge and will then stack released PRC sleepers at places specified for staking by the PWI In-charge of the depot in the yard (but within 500 meters of the place of dismantling).
- (ii) In addition, the contractor shall remove service rails from the released panels and will lead them to the place where fabrication of panels with PRC sleepers is to be done. (Nothing extra shall be paid on this account) and the rates for dismantling of released panels must include dismantling out, leading stacking as well as leading of service rails, to fabrication points. The leading of service rails including extra rails brought over the panels will, however, be along the same track and up to a maximum of 450 meters (Xing of track other than the one on which work is being done will not be required to be done by the contractor). Nothing extra shall be payable for handling leading and stacking of extra rails brought over the panels.
- (iii) The work will normally be done during sun rise to sun set if dismantling of released panels and formation of new panels is done at night at contractor's choice, lighting arrangement if needed will be arranged by the contractor at his own cost and nothing extra shall be payable on this account.

(iv) The released material shall be stacked on the space earmarked for stacking purposes by the PWI In-charge of the work. One released panel will mean 2 rails of 52Kg linked with PRC sleepers. In addition, 2 to 4 more service rails of 52Kg / 60Kg may be brought loaded over these panels which will also be handled by the contractor without any extra payment. The fittings and fastenings of rails with sleepers released from panels will be stacked at places specified by PWI In-charge.

(v) New materials required for fabrication of panels will be issued to contractor by PWI / Fabrication depot in the PQRS yard.

(vi) The contractor will be required to dismantle 30 panels per day (depending upon availability of released panels for dismantling).

#### **16.0 MECHANICAL / MANUAL LOADING OF RAILS:**

(i) The entire work of loading of rails will be done in base depot either in BFR's or Trailor as per relevant NS items under the supervision of railway's representative. The contractor should closely examine and inspect the site of work and condition prevailing therein before quoting his rates.

(ii) The work will be under taken between sun rise to sun set. However, the contractor will be free to do loading during night but for this purpose no lighting arrangement will be made by the Railways. Any lighting arrangements if required will be arranged by the contractor. Nothing extra shall be payable to the contractor on this account.

(iii) The loading of rails will be done by the contractor in Railway BFR / BRH / other type of open stock. In every case the wagons / BFRs so supplied for loading will be open from the top, so that the rails can be kept on them from the top.

(iv) The rails which are required to be loaded will be available either inside the track or near the track in the PQRS base depot.

(v) The rails required to be loaded will be brought by the contractor and loaded directly on to the BFR / BRH / other wagons supplied for this purpose. (The overall lead of the stack of the rails from which the rails are required to be picked up and loaded, will be confined to a maximum of 450 meters. The distance will be measured from the center of the BFR / BRH or other stock in which the rails are to be loaded to the point along with the track where the rails are lying.

(vi) The Railway shall ask the contractor to load only ordinary rails which can be directly put on the BFR / BRH / other stock from top. If the rails are longer in length, the cutting required, if any, will be done by the contractor shall be paid separately.

(vii) The BFR / BRH / Wagons will be placed by the Railway as available and required for loading. The contractor will have no claim for a regular supply of BFR / BRH / Wagons for loading as the same will be arranged as available and no claim on this account will be entertained. The contractors should, therefore, quote their rates keeping this aspect in view. Further the BFR / BRH / Wagons may be placed in any line as convenient to the railways and contractor shall have no claim for any particular placement of wagons for loading.

(viii) Handling of service rails etc. brought or released panels shall be done by contractor for which no extra shall be paid.

17.0 (i) All the released fittings will be deposited in the store of PWI In-charge.

(ii) Loss of any tool / plant if any will have to be made good by the contractor at the following rates:

“Either in book rate or purchase rate of the particular items whichever is higher + 5% freight, 2% incidental charges and 12-1/2% supervision charges on the rates.”

The contractor shall be responsible for safe custody of tools and plants used by him and his labour. He should ensure that labour on work remove their tools clear of the track on the approach of the train. After the day work, the contractor should secure tools in proper tools to their homes. Tools issued shall not be allowed to go in unwanted hands, who can tamper with the Railway track.

(iii) The contractor shall employ one suitable supervisor at the site of work at his own cost. The name along with technical qualifications of such supervisor should be advised to engineer In-charge. If in the opinion of the engineer In-charge of the work, the supervisor is not fit to be In-charge of the work, he should be forthwith replaced. In the matter the opinion of the engineer In-charge will be final & binding on the contractor.

(iv) The contractor will be responsible to ensure the safety of his workmen and tools during the operation of work and nothing will be left infringing the track at the time of passing of train. Safety of contractor's men working on the track is the responsibility of the contractor and railway will in no case be responsible for compensation required to be paid to the contractor's men in the event of any accident / mishap.

#### **18.0 UNLOADING OF RAILS/SLEEPERS FROM DMT / HD. QRS. AT SITE:**

(a) The contractor will be required to unload PRC sleepers normally from KCMs/BFRs/other stocks during traffic block either in block section or in yards etc.

(b) Sleepers will be unloaded as per direction of PWI/In-charge who will decide the location and no. of PRC sleepers to be unloaded in block section. Approximate 110 sleepers shall be unloaded in between OHE / Masts = (70m).

(c) The work will not be continuous and will be done only when engine and PRC sleepers are available. The contractor will have no claim due to this.

(d) Traffic block may not be given when unloading is planned and it may cause wastage of labour of the contractor but nothing extra will be paid on this account.

(e) All the PRC sleeper unloaded must be kept clear off ballast section of the track. No sleeper will be left on shoulders of ballast. Sleeper shall be stacked on cess approx. parallel to existing sleeper in track.

(f) 12 nos. of 20 rail panels (i.e., 3000M rail) should be unloaded in a traffic block of 100 min. A penalty of Rs.10/- per meter shall be recovered for less unloading of rails or bursting of traffic block on account of contractor's work.

(g) All the rails unloaded from rail DMT 10/20 rail panels must be put at safe distance from running track while unloading. Sufficient labours should be provided for unloading as well as for clearing the track.

19.0 A penalty of Rs.5/- per sleeper less of 750 sleepers unloading per 2 hrs. of effective block shall be imposed. Hence, contractors must arrange adequate labour for unloading of PRC sleepers from BFRs during block working.

#### **20.0 DESTRESSING OF TRACK:**

Destressing of track involves following items: -

(i) Work shall only be undertaken after Speed restriction of 30 Kmph shall be imposed by the Railways.

- (ii) Closure rails shall be introduced in a traffic block by Railways.
- (iii) Fastening on alternate sleepers are loosened under the speed restriction of 30 Kmph.
- (iv) Traffic block of adequate length shall be arranged at such a time when rail temperature is within distressing temperature, then no tensor is required. Otherwise, tensor shall be used. Labour for tensor operation only shall be provided by Railways.
- (v) When the block is taken then closure rail shall be removed, SEJ adjusted and fastened in their mean position by contractor.
- (vi) The sleeper fastening on the both running rails shall be removed and rail shall be lifted and placed on rollers at every sleeper to permit the rails to move freely. The rails shall be struck horizontally with heavy wooden mallets to assist their horizontal movement. After this operation, if extension is required then required extensions shall be done by PWI with tensor.
- (vii) If rubber pads are required to be changed then these should be changed at this stage while the rails are still on lifted position by contractor.
- (viii) The rollers shall then be removed, the rail lowered to alignment and other same or new fastenings (pandrols, liners etc.) are provided and tightened as directed by PWI.
- (ix) Cut rails between SEJ & LWR shall be provided simultaneously and welding etc. shall be done by Railways.
- (x) Railway will provide labour to work as flagman, blacksmith, welder and tensor.
- (xi) Extra payments for renewed of rubber pads, shall be made to the contractor if required.

The contractor shall not start any work without personal presence of the PWI at site. In case the contractor or his representative starts any work in absence of PWI, it shall be treated as unauthorized and illegal tampering with the track and shall be liable for action under Indian Railway Act.

#### **PENALTIES:**

- (a) In the event of accident at the work site, the departmental enquiry will be held and in case it is established with that the derailment has occurred on account of the contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed in case there is accident for which the contractor is responsible. All losses and compensation as a result of Court's orders in case of accident due to fault of contractor or his men will be responsibility of contractor, irrespective of value.
- (b) Railway administration reserves the right to terminate the contract with immediate effect if the contractor is found responsible for the accident without giving any further notices to the contractor.
- (c) Penalty for block bursting on contractor's account shall be charge as follows:
  - (i) For block bursting of 15" or less : Rs.250/-
  - (ii) For block bursting of more than 15" up to 30" : Rs.500/-
  - (iii) For block bursting of more than 30" : Rs.750/-



In the event of loss of any of the existing fittings and fastening in track due to contractor's working, the contractor will have to pay cost of materials at the prevailing rates fixed by the Railways + 19-1/2%.

## **21.0 DEEP SCREENING UNDER RUNNING TRAFFIC SITE:**

(i) **INSTRUCTIONS :** The tenderer must inspect the site of work including locations of materials to be brought in for replacement as well for leading back to the station and acquaint themselves with the roads, heights of embankment, depth of cutting on the sections where work is to be done, leading, lift ascent, descent crossing of lines involves, availability of labour, dumping facilities and all other factors which will have bearing on the works before quoting the rates and the tendered rates should include all such charges incidental to the work. No extra charge whatsoever will be payable.

(ii) The contractor will keep site order book at site with all pages duly top initialed by ADEN / DEN Incharge of the work.

### **(iii) DEEP SCREENING:**

**Procedure -** The work of deep screening will be executed under the speed restriction of 20 Kmph without any traffic block. The procedure of the work has been specified in Annexure-1.

**Description of work -** Deep screening will involve the following items: -

(a) Deep screening of stone ballast and the entire ballast section for a depth as given in schedule of rates below the bottom of the sleepers including providing drainage slopes on the formation including making up of cess of the required profile with released muck / railway earth only. No additional earth work will be required to be done by the contractor for making up cess whatever can be done with the muck removed from deep screening will only be used. A slope of 1 in 10 shall be made in the formation towards cess side depending upon the site condition. The depth of deep screening / raising will be decided by the Engineer Incharge before the start of the work. The longitudinal section of the existing rail as well as proposed rails level will be marked on RE Mast and given to the contractor before the start of the work. The depth of deep screening can be reduced by the site engineer depending upon the condition of ballast / ceiling.

(b) The contractor should quote his rate deep screening inclusive of one round of pucca packing.

(c) Speed restriction as required will be arranged by the engineer Incharge longitudinal section of existing rail profile and proposed rail profile will be given to the contractor before the commencement of the work. This will be done by the ADEN / DEN Incharge of the work.

(d) The contractor should progress the work in systematic manner with sufficient labour so as to keep the length of trade under speed restriction to the minimum. The caution man / flagman during the day and the night will be arranged by the Railways from of any cost of the contractor. The work will be undertaken sunrise to sunset.

(e) The cess side cess will be dressed up to full width or maximum 4 meters from the end of PRC sleeper. The rate of this work shall be inclusive in the schedule item and nothing extra shall be paid on this account. The cess in between UP & DN line shall be made up to middle of UP & DN line, subject to max. 1.0M from end of PRC sleepers. All ballast falling in this zone shall be screened and put back to the track which is being deep screening.

(f) The ballast shall be dressed and boxed as per instruction of the site In-charge. This will be a part of deep screening work and nothing extra shall be paid for this.

(g) The re-spacing and squaring of sleepers will also be done by the contractor wherever required as directed by PWI. The rate of item shall be including the rate of this work also and nothing extra shall be paid to the contractor on this account.

(h) Shoulder of ballast shall be cut vertically from the edge of sleeper up the existing formation level for full depth (which may even more than 26”) and then full shoulder shall be screened to reclaim the maximum quantity of ballast and then only cess shall be built up as given in para ‘e’. This shoulder cleaning shall be required to be done from the center of tracks on the track side tracks and up to toe of ballast on the cess side. This work is a part of deep screening and nothing extra shall be paid on this account.

(i) The contractor shall not start any work without any personal presence of the PWI at site. In case the contractor / contractor’s representative starts any work in absence of PWI, it shall be treated as unauthorized and illegal tampering with the track and shall be liable for action under Indian Railway Act.

(j) Procedure of deep screening is placed as Annexure-I shall also be followed –

## **22.0 TOOLS & PLANTS:**

(i) As far as possible the contractor shall make his own arrangements for tools required for the work. However, the following tools and plants if required for the work may be issued to the contractor subject to their availability on normal charges as under:

SN	Description of Tools	Rent per month
01	Crow bar	@ Rs.5/- per month each
02	Keying hammers	@ Rs.5/- per month each
03	Level Board	@ Rs.5/- per month each
04	Spirit levels	@ Rs.5/- per month each
05	Spanner double ended	@ Rs.5/- per month each
06	Track gauge	@ Rs.5/- per month each
07	Rail Tongs	@ Rs.5/- per month each
08	Rail beaters	@ Rs.5/- per month each
09	Rail dolly	@ Rs.10/- per month each
10	Wire baskets	@ Rs.5/- per month each
11	P. way square	@ Rs.5/- per month each
12	Motor Pan	@ Rs.5/- per month each
13	Wire brush	@ Rs.5/- per month each
14	Rollers	@ Rs.1/- per month each
15	Rake ballast	@ Rs.5/- per month each
16	Phowrah / Shovel	@ Rs.5/- per month each
17	Hooter	@ Rs.10/- per month each

- (ii) The wooden handles subsequently required for replacement will have to be arranged by the contractor at his own cost. Cane baskets for loading of small fittings will have to be procured by the contractor at his own cost.
- (iii) The contractor shall have to give Security / Bank Guarantee of Rs.10,000/- towards the cost of tools issued to him. All these tools will have to be returned by the contractor at the end of his contract within one week after completion of work. Only nominal wear and tear will be allowed and decision of ADEN In-charge of the work in this regard will be final.
- (iv) Loss of tools and plants if any will have to be made good by the contractor at the following rates:  
 Either the book rate or purchase rate of that particular item whichever is higher + 5% freight + 2% incidental charges + 12.5% supervision charges on this rate.
- (v) The contractor shall be responsible for the safe custody of tools and plants being used by him or his labour. He shall ensure that the labour on the work keep their tools safe and are not permitted to take tools to their homes and they should be asked to deposit them in proper tool box before they leave the Railway premises. The contractor should ensure that these tools are not kept in such a way that they fall in unwanted hands who can tamper with the railway track.
- (vi) The tools / rail dolly / diplorry / roller etc. issued to the contractor will have to be repaired by the contractor at his own cost for which a temporary workshop may have to be set up at site. All materials required for reconditioning of these tools will have to be arranged by the contractor at his own cost and nothing will be paid on this account.
- (vii) Tarpaulins / choldaries required for accommodating contractor's staff will have to be provided by the contractor at his own cost.

#### **PENALTIES:**

- (i) In the event of an accident at the work site the departmental enquiry will be held and in case it is established that the accident has occurred on account of contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed.
- (ii) Railway administration reserves the rights to terminate the contract with immediate effect if the contractor is found responsible for the accident without giving any further notice / notices to the contractor.
- (iii) In the event of contractor not completing the work or not leaving it safe at the end of day's work and speed restriction of stop dead and 10 Kmph may be imposed by the Railway and work done to make it fit for that particular speed with the PWI's labour at the risk and cost of the contractor. In such a case in addition to the cost of labour + supervision @ 15% a penalty of Rs.2000/- for every 12 hours will be imposed on the contractor.
- (iv) Railway will not be responsible for any injury sustained by the workman of the contractor and the contractor will be solely responsible for the payment of compensation under the various acts in the even of any injury / death occurring on account of any accident of his men.
- (v) Penalty clause given in schedule if any shall have precedence over penalty clause given below:

## OUT PUT AND PENALTY:

For lesser out put the following penalties will be charged: -

(i) The penalties for no unloading of PRC sleepers, less unloading of PRC sleepers and detention to rake etc. will be charged as under -

(a) If the contractor takes extra times for unloading / loading beyond the time permitted vide Para-13 a penalty of Rs.20/- per BFR / BRH or part thereof per hour and Rs.10/- per KCM or part thereof per hour will be recovered from the contractor for the BFR / BRH / KCMs etc. not unloaded / loaded by the contractor in the specified time.

For the purpose of calculating the detention will be calculated continuously without making any allowance for night.

(b) The contractor shall handle the PRC sleepers in such a way that no damage is caused to them. In case any PRC sleeper is damaged the cost @ Rs.1200/- per sleeper shall be recovered from the contractor. The decision of the Engineer in-charge in this regard shall be final and binding on the contractor.

(c) In case the contractor does not start unloading / loading of PRC sleepers, the unloading and stacking will be done by the Railways after waiting for 6 hours after placement of rakes. In case the placement of the rakes is done between 20 hrs to 6 hrs the waiting period of 6 hrs will be deemed to end at 12 hrs. Further if the waiting period of 6 hrs expires after 20 hrs. Relaxations to contractors to start the work will be given up to 5 hrs next morning. (After the expiry of the waiting period explained above, the railway will be free to start unloading and stacking of PRC sleepers by its own means. No notice of placement or under taking the work departmentally will be given by the Railway to the contractor). It will therefore, be the responsibility of the contractor to keep his representatives to watch the placement of rakes. No claim from the contractor regarding information / notice not received by him will be entertained as it will be his own responsibility to keep watch of placement of rakes.

(In such a case a penalty of Rs.1/- per no. of sleeper unloaded by the Railway shall be recovered from the contractor and no payment will be made to him for the sleepers unloaded by the Railways. In addition, this will be treated as a failure of the contractor and Railways will be free to take action to terminate the contract on the risk & cost of the contractor. In case of departmental unloading / loading no penalty for detention as mentioned in Para 1(a) above will be imposed on the contractor.

## (ii) SPREADING OF PRC SLEEPERS AND FABRICATION OF PANELS:

The penalties for less output will be calculated daily as follows: -

(a) It is desired that two day's stacks of panels are always available in PQRS yard. In case of failure of the contractor on this account following penalties will be levied-

In case the total no. of fabricated panels with PRC sleepers available in fabrication yard + in PQRS rake in the morning at 5 hrs. are less the penalty will be as under: -

SN	No. of Panels	Penalty
1	80 or more panels	Nil
2	60 to 80 panels	Rs.10/- per panel less than 80 panels (for example, if 70 panels are available, penalty = $(80-70) = 10 \times 10 = \text{Rs.}100/-$ )

3	40 to 60 panels	Rs.15/- per panel less than 80 panels (for example, if 50 panels are available penalty = $(80-50) = 30 \times 15 = \text{Rs.450/-}$ )
4	20 to 40 panels	Rs.20/- per panel less than 80 panels (for example, if 30 panels are available, penalty = $(80-30) = 50 \times 20 = \text{Rs.1000/-}$ )
2	Less than 20 panels	Rs.25/- per panel less than 80 panels (for example, if 10 panels are available, penalty = $(80-10) = 70 \times 25 = \text{Rs.1750/-}$ )

The above penalties will be calculated on daily basis will be in addition to penalties imposed under other clauses on this agreement.

**(iii) LOADING OF FABRICATED PANELS:**

Penalty will be charged as per Para-13.0 above.

**(iv) UNLOADING OF RELEASED PANELS:**

Penalty will be charged as per Para-14.0 above.

**(v) DISMANTLING OF PANELS:**

(a) In case the contractor does not dismantle enough number of panels every day and this causes hold up of service rails and occupation of space due to which new panels with PRC cannot be fabricated in required numbers, a penalty will be charged for less fabrication of panels as per para (I) and the contractor shall not be entitled to claim relaxations on the plea of non-availability of service rails on working space. For this purpose, area for dismantling and fabrication work will be earmarked in advance. In addition, if the number of un-dismantled panels on any day in PQRS yard in the evening exceeds 60, a penalty of Rs.20/- per panel not dismantled beyond 60 numbers will be charged. For this purpose, released panels brought by PQRS rake on that very day will not be counted.

**(vi) MECHANICAL / MANUAL LOADING OF RAILS INTO BFRs:**

(a) In case the contractor fails to do any loading on any day, when BFRs/DBRMs/BRHs etc. are supplied, the loading will be done by employing departmental labour and the entire cost of such labour + 10% penalty on this cost + the entire demurrage charges, if any, levied by the Commercial Branch shall be recovered from the contractor. The decision of the engineer In-charge in this regard shall be final and binding on the contractor.

(b) The contractor will be required to load a minimum of 2 BFRs/ DBRMs/BRHs etc. per day in which 8 hrs. of clear working between 6 A.M. to 6 P.M. will be allowed from the time of placement in the PQRS yard. In case the contractor fails to load 2 BFRs/DBRMs/BRHs etc. in the stipulated time, a penalty of Rs.20/- per BFRs/DBRMs/BRHs etc. per hour or part thereof shall be recovered from the contractor. For this purpose, penalty hours shall be calculated continuously from the expiry of the free time without any allowance for the night hours. However, if 8 clear hours of working are not given to the contractor between 6 A.M. to 6 P.M., the remaining hours will be allowed to him next day starting from 6 A.M. and in this case free allowance for night will be allowed to him.

**(vii) LOADING OF PRC SLEEPERS INTO BFR/BRH/KCM:**

(a) In case the contractor fails to do any loading into placed wagons / trucks, it will be done by deploying departmental labour and the entire cost of such labour + 10% penalty on this cost + the entire demurrage charges

if any, levied by the Commercial Branch shall be recovered from the contractor. The decision of the engineer in-charge in this regard shall be final and binding on the contractor.

(b) The BFR/BRH/KCM/Trucks placed in PQRS yard for loading of sleepers will have to be loaded by the contractor at the rate of a minimum of 2 BFR/BRH or 5 KCM within 8 hrs. These 8 hours will be counted only between 6 A.M. to 6 P.M. for loading on any particular day due to shunting etc. extra equivalent time will be given to the contractor on the next day starting from 6 A.M.

However, if the contractor fails to load a minimum of 6 wagons (4 wheelers / trucks) in 8 hrs., even if clear 8 hrs. are given a penalty of Rs.10/- per wagon / truck per hours will be charged. For this purpose, no allowance will be allowed for night hours.

(viii) On any particular day a minimum length of one Km. of auxiliary track must be available. In case of any failure of the contractor, penalty of Rs.1000/- per day shall be recovered.

(ix) Progress of complete rail renewal per day shall be minimum of the length of track for which the work is completed by the PQRS on the previous day. If that much length is not renewed by contractor a penalty of Rs.1000/- shall be recovered.

(x) Minimum number of cuts by gas method shall be approx. 80 per day. For this sufficient gas should be available. In case of any failure even for one cut and the block gets bursted, penalty of Rs.1000/- shall be recovered.

(xi) Loading, leading & unloading of service rails shall be double the number of released panels on that day (i.e. two service rails on each released panel). In case of failure Rs.50/- per service rail shall be recovered.

#### **RELAXATION:**

No penalty will be charged due to less output in the following cases-

(a) The contractor will be free to do no work on National Holidays. In case of Holy festival, he will be allowed free time for a total of 3 days for which no penalty will be charged.

(b) The contractor will be allowed 7 days to bring up his progress to specified level on initial commencement of his work and 3 days each time when the work is stopped by the Railways due to administrative reasons for more than three days at a stretch. This relaxation will not be applicable when:

(i) The contractor stops work due to his own reasons.

(ii) Stoppage of work on National holidays.

(iii) Stoppage of work by Railways for period up to three days due to administrative reasons provided the contractor is informed of such stoppage at least one day in advance.

No penalty will be imposed due to less / no output due to non-availability of materials which are to be given by the Railways, non-availability of speed restriction and other administrative reasons or as per instructions of PWI / ADEN / DEN In-charge of work.

#### **SPECIAL CONDITION FOR CESS WORK / EARTHWORK:**

##### **01. GENERAL:**

- (i) Clearance: Before work is started, the whole area between the toes of banks of tops of cuttings shall be properly and effectively cleared by the contractor of all small trees (of growth up to 30cm.), roots,

bushes, heavy grass etc. and work of this nature will be covered by the initial rate for earth work unless stated to the contrary in the agreement.

- (ii) Cutting down & removal of large trees shall be done by the railway its own cost.
- (iii) Any trees cut down or building materials released for dismantling of structures shall be stacked by the Contractor with a distance of 100 meters as per instructions of the Engineer. The contractor shall have no claim to the trees or other material removal during site clearance and the same shall be the property of the Railway.
- (iv) Demarcation & Profiles: The contractor, before starting work, is to demarcate with a furrow, at least 20cm wide and 15c deep, the toes of slopes of banks and the outside limits of cuttings on both side of the center line, the boundaries of the bottom and the top of the stopes borrow pits and also lines parallel to and 50cm outside the toes of slopes of banks. This is to be considered as part of the setting out of work, and preliminary to his being allowed to start, and this degbolling is to be maintained and renewed by him, when necessary, included in the initial rate for earth work.
- (v) The contractor before starting any work, shall take charge of all bench marks, center line, demarcation and other field stones and reference pegs and be responsible for their subsequent preservation, and should they disappear or be destroyed after he has taken them over, be shall pay the cost of their replacement.

## **02. MAINTENANCE:**

- (i) Banks and cuttings are to be correctly dressed and finished in profile with slopes as specified in each case. Work, before being finally paid for, is to be checked by the ADEN as having been correctly brought up, or carried down, to the proper level and to be otherwise complete in all respects in accordance with the specification and with the proper allowance for settlement as specified.
- (ii) As soon as the work has been satisfactorily completed, Engineer shall issue certificates of completion in respect of the work. Unless otherwise specified in the tender conditions, the contractor shall maintain the banks/cuttings, for a period of six months from the date of completion of work as indicted in the certificate of completion. The contractor shall be responsible for the handing over of the banks/cuttings to the railway in proper condition, and where necessary for their restoration to such condition, at the end of the maintenance period. Until then, the contractor is responsible for all losses due to subsidence, wastage of guttering due to rain, wind, wear wash of from any other cause whatsoever and he shall have no claim for any extra work or payment in this account.

03 (i) All banks, if executed manually shall be made in successive layers, not more than 30cm in depth, of the whole width and slightly concave the section so as to remain water for subsidence. The subsequent top layer shall be started only when the previous layer has been completed for a length not less than 30M along the embankment.

(ii) All large clods shall be broken up in the borrow pits or bank by labour specially detailed for this work. This shall be strictly ensured.

- (iii) Bunching – In widening an existing bank, steps 30cm in height and 60cm wise, shall be cut in the existing bank before any new earth is placed, to form between the new and old earth work. Similar benching is to be provided in side long ground will not be separately measured or paid for, but is deemed to be covered by the initial rate for earth work.

- (iv) Dressing – After completion of earth work, the slopes shall be neatly dressed to the correct profiles, and shall be made up where required during the maintenance period.
- (v) The contractor will submit the samples of earth, that the proposed to use for filling to the Engineer Incharge for approval. No material shall be brought to the site unless it is approved by the Engineer Incharge.
- (vi) Earth work Formation – The contractor/s should commence work systematically from one or more points in the Zone in consultation with the Engineer and maintain continuous progress completing the bank and cutting on continuous lengths in all respects including leveling and dressing.

#### 4. SERVICE BONDS:

- (i) The contractor/s shall make his/their arrangements for the patch, service and feeder roads etc. for plying its own vehicle free of cost. The contractors/s will be deemed to have included in the rate the cost of making such service & tender roads, including any compensation that may be required to paid for temporary occupation and /or usage of the Government and or private land and without in any way involving the Railway in any dispute or claim for damages and or compensation.
- (ii) In case the railway has its own paths, service roads, the contractor/s will be allowed to use of such patch or service roads free of cost. He/they shall, however, in no any involve the railway in any claims or disputes or whatever kind due to the in accessibility of such paths or service roads or to their poor conditions and or maintenance or their having to be blocked and/or closed.

#### 5. TOOLS, PLANTS & TRANSPORT:

- (i) The contractor/s will be entirely responsible to arrange all necessary machinery including roller, light vibratory and smooth wheel type motor vehicles, trailers, tools & plants and their spare part required for efficient and methodical execution of the work and transport them to the site of work. Delay in procurement of such items due to the non-performance of the work.
- (ii) The railway any give hire to the contractor/s any plant or equipment such as rollers only vibratory or smooth wheel type for compaction, ai available, but it will not entertain any claim for compensation due to the railways failure to do so, nor can the railways inability to supply such plant to be taken as on excuse for slow progress i.e. non-performance of the work. Repairs and replacement of parts or non-performance of work. Repair and replacement of parts for the plant loaned by the railway as and when required.

#### 6. NIGHT WORK:

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 to contractor/s to carry out the works even at night without conforming any right on the contractor/s for claiming any extra payment for the same.

#### 7. DISPOSAL OF SURPLUS EXCAVATED MATERIAL:

- (i) The contractor/s shall at time keep the site free form all surplus earth, surplus materials and all rubbish and should dispose of the surplus excavated materials as ordered by the engineer. The contractor/s shall on completion of work leave the site clear of all such materials, earth and rubbish. The site shall be leveled and smoothened to the satisfaction of the Engineer, failing which it will be done at the cost of the contractor/s, and the cost there of will be deducted from his/theirs.



## **8. FINISHING:**

- (i) Embankment shall be finished in conformity with the alignments, levels and cross sections etc. to the satisfaction of the Engineer. When the alignment of road is curved, the toe of the embankment shall be formed with the super auction and the increased width as may be directed by the Engineer and nothing extra shall be payable to the contractor/s for finishing in this manner. The cost of the operation in this clause shall be considered to be induced in the rates quoted by the contractor in the “Schedule of Rates & Quantities” and nothing extra shall be payable to the contractor/s on this account.
- (ii) Finishing shall also include the work of shaping and dressing the shoulder road, bed side stopes & side drains etc. After the earth work portion have been substantial completed the road way area shall be dear of all the device and ugly scars existing near camping area etc.

9.(i) The contractor/s shall have to make and maintain at his own cost suitable approach roads, paths and temporary bridges etc. for proper inspections of the various works.

- (ii) Site inspection register at site will be maintain by the or his representative in which the contractor/s will be bound to sign day to day entries made by the Engineer or his representatives. The contractor/s is/are required to take note of his instructions given to him/them in site inspection register and should with a reasonable lime. The contractor/s will receive all the letter etc. issued to him/them at the site of work.
- (iii) The contractor/s shall from time to time (before the surface or any portion of the site is interfered with of the works there on begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing to approved and check such levels, and such levels when approved and checked by him or the contractor/s shall from the basis of the measurement.
- (iv) No claim for idle labour, idle machinery etc. or any accounts, will be entertained. Similarly, no claim shall be entertained for business loss or any such loss.

## **10. MEASUREMENT:**

- (i) Cutting and banks are to be excavate and made up neatly to the lines, shown in the cross section. No payment will be made for excess work done outside these lines except when such work is so ordered in writing by the Engineer.
- (ii) Should be Engineer so desire, he may, at any state of the work order the contractor to increase or reduce the slopes of any cutting or bank or alter the formation level, in which case the amount of work actually done will be paid for in accordance the specifications and the schedule or rates.
- (iii) No extra payment shall be made for descent, crossing of nala as and bridges.

## **11. PAYMENT:**

(a) The payment for the quantity of earth work in cutting/bank be made on cross sectional measurement. The existing ground/bank (AKB) in the presence contractor or his authorized agent before commencement on the work. The profile of the banks of the cutting requires to be provided including allowance of settlement in case of embankment, shall also be plotted on the same sheets. The levels and cross section shall be signed by both the Engineer’s representative and the contractor/his authorized agent. (The profiles of the bank of cutting as required to be provided are for the guidance of the contractor and not for the purpose of measurement.

(b) The profiles of the finished and plotted bank/cutting shall likewise be taken in the presence of the contractor or his authorized agent and super imposed on the original ground profile. The gross volumes of earth work shall be calculated from the original and finished profiled of the bank/cutters. For the purpose of payment or gross quantity thus calculated shall be reduced towards shrinkage allowance for earth work in embankment only.

But no such deductions shall be made for earth work in cutting. Where the embankments have been compacted by heavy mechanical heavy machinery (ST/10T) road roller, sheep foot roller or any other to be approved by the Engineer) in accordance with special specifications and on the specific instructions of the Engineer in writing, shrinkage allowance shall be deducted at the rate of 5% of the gross quantity of earth work.

- (a) The deduction of shrinkage allowance at the rate of 10% for embankment not compacted mechanically with heavy machinery and at the rate of 5% for embankments compacted by heavy mechanical machinery as the case may be is to be made on the gross quantity of earth work irrespective of the type of soil, number of monsoon passed over the embankment, shrinkage/compaction which may be caused due to base settlement, wash out, made of working i.e. use of trucks, camel carts, donkeys etc. and other reason whatsoever and the actual shrinkage allowance provided in setting out the profiles in different section.
- (b) Final measurements shall be taken only after the bank cutting has been completed to the required profile, irrespective of the period of completion and number of monsoons that may pass during execution. Shrinkage allowance shall be applied on this final measurement for bank.
- (c) The contractor shall make his own arrangement for supplying all earth required for this work at his own cost. No lead lift will be paid to him and the rate should include the costs of earth, its transport site, laying it in not more than 30cm high layers at a time and compacting it. No borrow pits shall be allowed in the railway land all earth for filling will have to be brought by the contractor at his own cost and resources. No payment shall be made for lead, lift crossing of nalas, trucks etc. and the rate should be all inclusive including finishing & erection of profiles and putting of small trees etc.

As the end of the final measurements, the following certificate shall be recorded in the measurement book by the Assistant Engineer.

“Certified that necessary allowance for shrinkage as prescribed as made while giving profiles to the contractors for doing earth work and the same has been provided by the contractor.”

**NOTHING EXTRA SHALL BE PAID FOR:**

- (i) Excavation for insertion of planking and strutting.
- (ii) Removing slips or falls in excavations.
- (iii) Failing out water in excavations from rains, ordinary springs not requiring pumping etc.
- (iv) Pumping out water caused by powerful springs, tidal or river seepage, broken water mains or drains and the like shall be paid separately.
- (v) Unauthorized battering or benching.
- (vi) Forming steps in sides of deep excavations and their removal after measurements.

NOTE: All the Special Conditions mentioned above will imply subject to applicability to the type and nature of the work.

I/We agree to abide by the terms and conditions mentioned above.

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Sign. of tenderer

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## **Proformas**

**PROFORMA-`I'**

### **NORTH CENTRAL RAILWAY**

#### **(ENGINEERING / CONSTRUCTION DEPARTMENT)**

1. Full name of contractor/Construction firm and year of establishment.

2. Registered Head Office  
&Postal Address.

**Telephone Nos. with STD No.**

3. Branch Office address, if any. Telephone Nos.  
with STD No.

4. Constitution of firm (give full details including names of

**Partners/Executives**

**/Power of Attorney holders, etc.)**

5. Particulars of Registration with  
Government / Semi-Government  
Organization, Public Sector, Undertaking  
and Local Bodies etc.

**NORTH CENTRAL RAILWAY****(ENGINEERING / CONSTRUCTION DEPARTMENT)****DETAILS OF WORKS EXECUTED SIMILAR TO TENDERED WORK**

**Three works of 30% value each or two works of 40% value each or one work of 60% value of present tender completed during last 7 years ending last day of month previous to one in which tender is invited to be given**

SN	Description of work	Contract awarding authority	Agreement No. & Date	Cost of Work	Date of commencement of work	Date of completion as per agreement	Actual date of completion	Whether arbitration demanded or not

**NORTH CENTRAL RAILWAY****(ENGINEERING / CONSTRUCTION DEPARTMENT)****DETAILS OF ALL CIVIL ENGINEERING WORKS COMPLETED*****DURING LAST SEVEN YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO ONE IN WHICH TENDER IS INVITED***

SN	Description of work	Contract awarding authority	Agreement No. & Date	Cost of Work awarded	Date of commencement of work	Date of completion As per agreement	Actual date of commencement	Actual date of completion	Value of work done	Whether arbitration demanded or not

**B) LIST OF WORKS IN HAND**

SN	Description of work	Contract awarding authority	Agreement No. & date	Cost of work	Date of Commencement	Date of completion	Balance Work yet to be done.

**NORTH CENTRAL RAILWAY****(ENGINEERING/CONSTRUCTION DEPARTMENT)****DETAILS OF PLANTS & MACHINERY IN HAND AND PROPOSED TO BE INDUCTED**

SN	Particulars of equipments	No. / Unit	Kind / Make	Capacity	Age and Condition	Registration No.	R e m a r k s



**PROFORMA - V**

**NORTH CENTRAL RAILWAY**

**(ENGINEERING / CONSTRUCTION DEPARTMENT)**

**LIST OF PERSONNEL IN ORGANISATION & PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK**

SN	Name & Designation	Qualification	Professional Experience	R e m a r k s

**I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 1 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in Engineering Department in North Central Railway.**

**SIGNATURE OF CONTRACTOR**

***IDENTITY CARD:*****Space for photo**

IDENTITY CARD SR. NO.	
DATE OF ISSUE	
CONTRACT AGREEMENT No.	
NAME OF THE CONTRACTOR AND ADDRESS	
PARTICULARS OF EMPLOYEE	
NAME OF THE EMPLOYEE	
DATE OF BIRTH/ AGE	
PERSONAL IDENTIFICATION	
PERMANENT ADDRESS	

**SIGNATURE OF CONTRACTOR****SIGNATURE / THUMB IMPRESSION OF EMPLOYEE**

**(The person who signed the Original  
Tender document or the contract agreement)**

**ENGINEERING / CONSTRUCTION DEPARTMENT**

***DECLARATION OF SITE VISIT***

**I / we hereby solemnly declare that I/ se visited the site of works personally and have made myself/ourselves fully conversant of the conditions there in and in particular the following:**

1. Topography of the area
2. Soil strata at site of work
3. Sources and availability of construction material.
4. Rates for construction material, water, electricity including all local taxes royalties, octroi etc.

***Extract of the General Condition of Contract of North Central Railway 2022  
(Clause 63 and 64 pertaining to Settlement of Disputes)***

***SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION  
RULES***

**63. Conciliation of Disputes:**

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

**63.1 Matters Finally Determined by the Railway:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

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

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

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

- 63.2.3** If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.
- 63.2.4** The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.
- 63.2.5** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:
- "I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."*
- 63.2.6** DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.
- 63.2.7** The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.
- 63.2.8** No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 63.2.9** In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- 63.2.10** Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- 63.2.11** In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- 63.2.12** The obligation of the Railway and the Contractor shall not be altered by reasons of issue being or under reference to DAB.
- 63.2.13** The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.
- 63.2.14** It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

**64.(1): Demand for Arbitration:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**64.(3): Appointment of Arbitrator:**

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

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

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

Manager shall appoint at least one out of them as the Contactor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

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

i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in.pdf/Engineers.pdf>.

ii. A formal request for nomination shall be submitted to ICA, accompanied by:-

a. A brief Statement of Claim outlining the nature and quantum of the disputes.

b. A copy of the relevant contract and any supporting documents.

c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).

iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

**64.3.(a).iii:** The serving railway officer working in arbitral tribunal in the ongoing arbitration cases, can continue as arbitrator in the tribunal even after his retirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**\*\*\*\*\*End of Document\*\*\*\*\***



# APPENDIX 'B'

North Central Railway

Head Quarters Office  
Engineering Branch  
Allahabad

PCE's Safety Circular No. 103 (Revised)

Dated 20.11.2019

No. 219-W/18/NCR/TP

1. CAO/NCR/ALD
2. CPM/RVNL/ CNB, JHS, GWL, AGC
3. CPM/DFCCIL/Meerut, Tundla, ALD East, ALD West
4. Sr.DEN/Co-ord/ALD,JHS& AGC
5. CWM/CPOH/NCR/SFG
6. Dy.CE/TMC/Line/NCR/JHS
7. XEN/CSP/NCR/Subedarganj
8. Principal IRTMTC/Subedarganj
9. Dy.CEBr.Line/NCR ALD,AGC,JHS
10. Principal CETA/Kanpur
11. All Engineering Officers/NCR/HQ/Allahabad

**Sub: Safety at Work site.**

**1.0 General**

This supersedes PCE circular no. 103 issued vide 219-W/18/NCR/TP dated 29.06.2006.

- 1.1 Safety at work site is a cause of concerned and instructions in this regard have been issued from time to time by Railway Board and HQ office.
- 1.2 The safety precautions are required to be ensured in all works executed by open line and by associated organization including NCR Construction, RVNL, DFCCIL, RE, and other organizations executing project in the jurisdiction of NCR. In subsequent paras, the above organizations will be addressed as 'project organization'.
- 1.3 It is necessary for each and every person, to ensure laid down safely instructions while executing work on track and/or adjoining to track having potential to endanger safety of running trains as well as the work force deployed.
- 1.4 The provisions laid down in para 826 of IRPWM should be ensured by open line organization if work is executed by open line organization. Laid down instruction of para 826 of IRPWM are clarified with respect to Project organization.

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Sub para	Content	Role Assigned in case work being carried out by Project organization
826(i)	The contractor shall not start any work without the presence of railway supervisor or his representative and contractor's supervisor at site.	Railway supervisor's role to be played by Project organization's nominated supervisor.
826(ii)	Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and /or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.	Project organization will ensure demarcation and acknowledgement to NCR's officials.
826(iii)	The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.	Project organization will give written MEMO to SE(P.Way)/NCR for imposing look out and whistle caution order, whenever required.
826(iv)	The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued.	Competency certificate will be issued to Project organization's Executive (Regular officer of the Project organization equivalent or above of ADEN of Railway). The nominated officer of Project organization will issue competency certificate to supervisor of the Project organization and its contractor's supervisor as per annexure-I and the same will be countersigned by sectional ADEN.
826(v)	The unloaded ballast/rails sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.	Nominated supervisor of Project organization is to ensure the same.
826(vi)	Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer in Charge.	Implementation of supplementary site specific instruction issued by ADEN open line of railway should be ensured by Project organization.

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826(vii)	<p>The Engineer in charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work.</p>	<p>Project organization will advise Sectional ADEN about the detailed planning of work including protection of track and safety measures proposed to be adopted.</p>
	<p>There shall be an assurance register kept at each site, which will have to be signed by both, i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.</p>	<p>Project organization to ensure serial no./page no. marked register and proper entries before start of the work in vicinity of running track.</p>

- 1.3 As regarding para 806 and 807 are concerned, no work should be carried out by Project organization (except NCR Construction) without involving NCR's JE/SSE(P.Way). The duties instructed in above paras to JE/SSE(P.Way) will be exercised by open line officials with required manpower and machinery to be deployed by Project organization. In case of NCR Construction organization, the above responsibility will be exercised by JE/SSE(P.Way) of NCR Construction.

## 2.0 Safety at Work sites:

To ensure safety at work site, the following instructions should be ensured:-

- 2.1 **Measures to be ensured prior to start of work** (In case of work being executed by Project organization, same will be ensured by Project organization and confirmation will be given to ADEN):-
- (a) Name & address of the contractor assigned to execute the work.
  - (b) Contractor's list of the number(s) of individual vehicle(s), names and license particulars of the driver(s) proposed to be used/deployed.
  - (c) Possession of necessary competency of contractor's supervisor and work force shall be the responsibility of the Executive of the Project organization. However, if requested, by Project organization, training may be provided to the contractor's team by Zonal/Divisional Railway Training Institute on necessary payment basis and based on availability of slot.
  - (d) Respective Supervisor of the open line and Project organization who is executing work at site will ensure safety precautions against any danger to safety of track.

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- (e) Before start of the work, it will be ensured that Barricading as per the drawing in Annexure-II has been provided at least at 3.5 meter distance from centre line of track. A line marking should also be done at a distance of 6meter from the centre line of the track.
- (f) The entry of any road vehicle at construction site parallel to IR track shall be checked round the clock by providing manned barriers and other possible tress pass locations shall be prevented by physical obstruction.
- (g) The worksite shall be suitably demarcated to keep public away from the work area. Necessary signage boards shall be provided at appropriate locations to warn the public.
- (h) Compliance to check list before start of the work given in Annexure-III shall be ensured that all the requisite measures have been taken.

**2.2 Measures to be ensured during the execution of the work** (In case of work being executed by Project organization, same will be ensured by Project organization and confirmation will be given to ADEN) :-

- (a) Contractor shall depute trained & competent supervisors possessing valid competency certificate.
- (b) Drivers of vehicle have been briefed about the safety and precautions to be taken while moving/working close to traffic/track. System of checking inebriated state of drivers is in place.
- (c) The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply within 6 meters of centre of running line without presence of Supervisor of Project organization.
- (d) Project organization shall ply road vehicle only between Sunrise and Sunset. In case of special circumstances only where it is necessary to work during night hours, sufficient lighting shall be ensured in the complete work area. Additional staff shall be deployed as necessary for night working.
- (e) Where ever provided, the Engineering Indicator Boards will be of luminous material as provided in the P.Way manual.
- (f) Project organization shall ensure that road vehicle/ machinery ply in a way so that these do not infringe the Barricading.
- (g) Look out man shall be posted where ever necessary.
- (h) In unusual circumstances, where operator and or supervisor apprehends infringement to track or damage to the barricading while working, truck/machinery near running track, following action shall be taken:
  - (i) The Supervisor of the Project organization shall immediately informs to the nearest gang/SSE/P.Way/Any Railway man of such unusual incidence.
  - (ii) The track shall be protected as per the provisions of P.Way manual laid in Para 806(i) by the Railway staff, Project organization and Contractor's staff shall assist the Railway staff.





- (i) If any vehicle/Machinery has to be left at site, it should be adequately away from the Fencing and should be fully secured, chained and pad locked so that it may not be rolled down.
- (j) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe. Necessary checks shall be exercised by site in charge from time to time.
- (k) Work is to be executed within 6 M of center of track but more than 3.5M, under the supervision of supervisor of Project organization.
- (l) In case, work is planned to be done within 3.5m of center line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per para No. 806 and 807 of IRPWM are taken.
- (m) While digging in station area, if any cable is found, digging should be stopped and concerned signaling/electrical staff should be informed immediately.
- (n) There shall be proper communication system available at the work site.
- (o) While inspecting the worksite check list given in Annexure-IV shall be used to ensure that all the requisite measures have been taken during the execution of the work.

**2.3 Precautions required to be taken during execution of work requiring traffic blocks.**

- (a) Any work, which infringes the moving dimensions, shall be started only after the traffic blocks have been imposed and track protected.
- (b) At locations where night working is unavoidable, proper lighting arrangement should be made.
- (c) Before closing the work, the track shall be left with the proper track geometry so that the trains run safely. After completion of work, the released sleepers and fittings should be properly stacked away from track to be kept clear of moving dimensions.
- (d) Block shall be removed only when all the temporary arrangement, machineries, tools, plant etc. have been kept clear of moving dimensions.

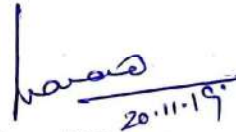
**3.0 Stacking of material along the Railway tracks:**

- (a) Soon after the work, released material should be stacked at the safe place away from the track so that it may not infringe the track. Later on, the material may be stacked to a place from where it may be conveniently disposed off. A plan to this effect shall be made and jointly signed by the Railway, Project organization and Contractor's representative.
- (b) The selected locations shall be marked by lime in advance.
- (c) Presence of an authorized railway/ Project organization representative while unloading and stacking shall be ensured.
- (d) The material shall be stacked up to such a height, which will not cause infringement to SOD in case of accidental roll off.



**4.0 Safety aspects to be observed while working in OHE areas: -**

- (a) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- (b) No electrical work close to running track shall be carried out without permission of railway representative.
- (c) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- (d) No electric connection etc. can be tapped from OHE.
- (e) Power block is correctly taken and 'permit to work' is issued.
- (f) The structure bonds, tack bonds, cross bonds, longitudinal rail bonds are not disturbed and if disconnected for work, they are reconnected properly when the work is completed.
- (g) The track level is not raised beyond the permissible limit during the work.
- (h) All supervisors should be conversant with part 'J' (Maintenance in Electrified Areas) of IRPWM.



**(Sharad Mehta)**  
**Pr. Chief Engineer**

(A) If work is executed by Project organization

**Competency Certificate**

Certified that Shri-----P.Way supervisor of  
-----has been examined regarding P.Way working on -----  
-----work. His knowledge has been found satisfactory and he is  
capable of supervising the work safety.

Name & Signature of Executive Officer of Agency  
(Regular officer of Project organization equivalent or above of ADEN of Railway)

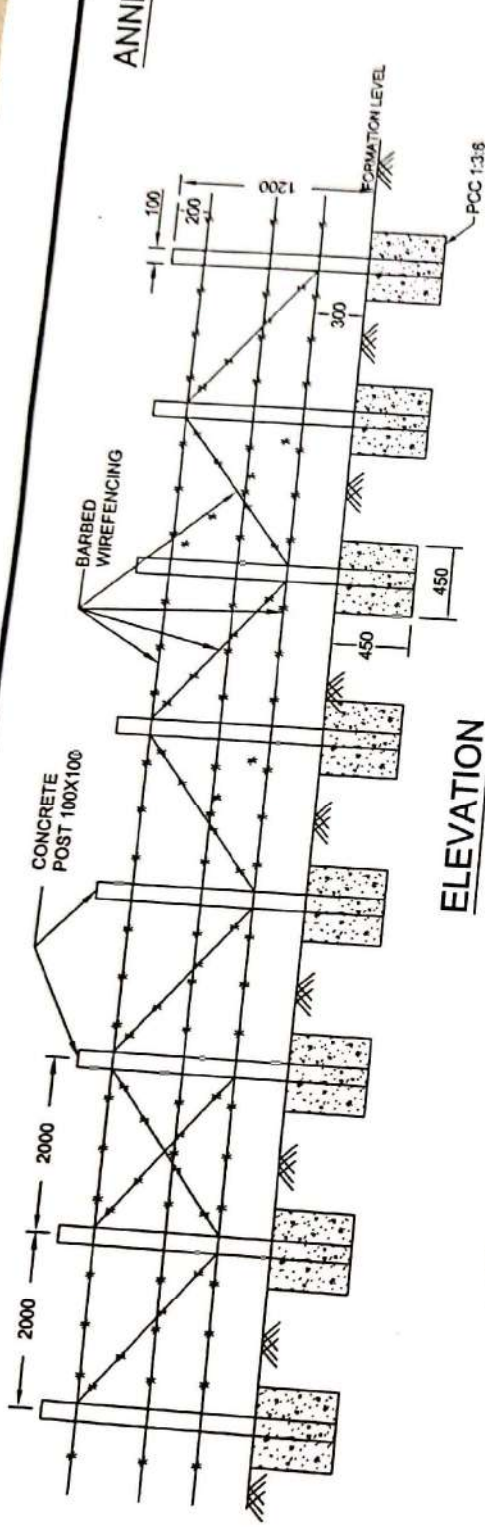
Countersign

Assistant Divisional Engineer(Sectional)

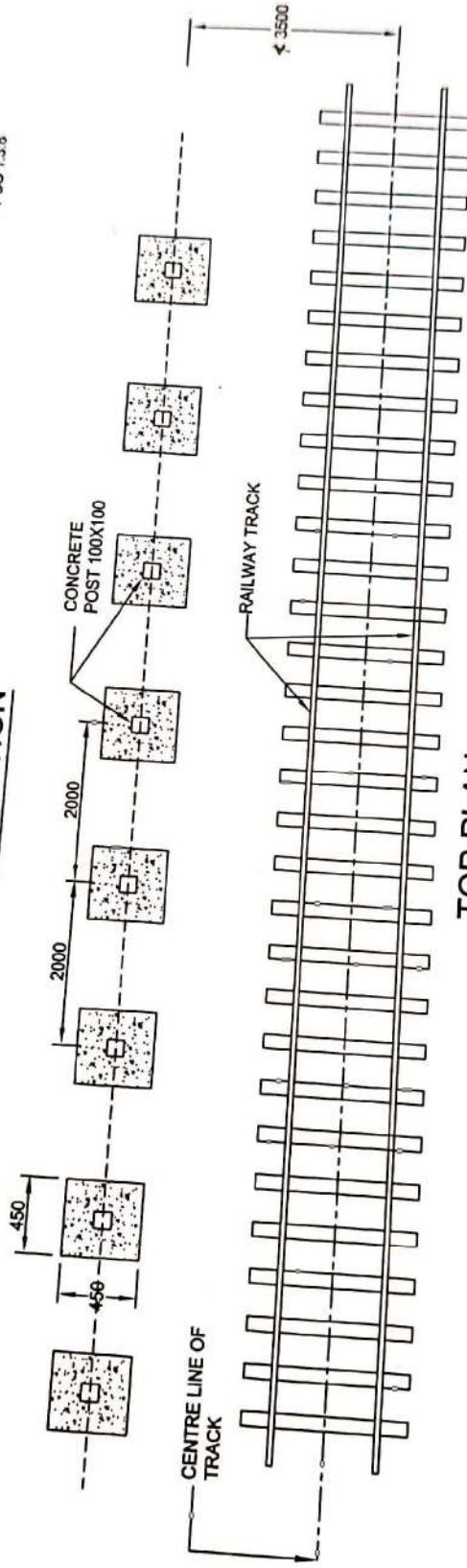
Note: If work is to be executed by open line, proforma given in para 826  
(Annexure 8/5) of IRPWM, is to be followed



# ANNEXURE-II



ELEVATION



TOP PLAN

## NOTE:

BARRICADING OF WORK SITE SHOULD BE PROVIDED AS FAR FROM CENTRE LINE OF TRACK AS POSSIBLE BUT NOT LESS THAN 3500 MM FROM CENTRE LINE OF TRACK/OUTER EDGE OF TROLLEY REFUSE/ EDGE OF THE BANK (WHICHEVER IS MORE OF THE THREE). WHEN THE BARRICADING PARALLEL TO TRACK FROM CENTRE LINE, BARRICADING PERPENDICULAR TO THE TRACK ALSO NEED TO BE PROVIDED AT TERMINATING ENDS UP TO 3500MM FROM CENTRE LINE OF TRACK TO AVOID MOVEMENT OF ANY ROAD VEHICLE BETWEEN BARRICADING AND THE TRACK.

(A.K. Dadanya)  
CTE

(S. P. Misra)  
DY. CE/TP

NORTH CENTRAL RAILWAY

BARRICADING FOR SAFETY AT  
WORK SITE

ALL DIMENSIONS ARE IN MM.

Dwg. No. CTE/21/NCR/HQ/ALD

SSE/Dy/TP



**CHECK LIST**

(Before starting the work)

Name of Work:-----

Location:-----

Duration of work: From-----To-----

S. No.	Description	Yes	No
1.	Contractor's supervisor identified/selected.		
2.	Training imparted to contractor's supervisor & Certificate issued.		
3.	Work site inspected by Railway supervisor/Project organizations supervisors/other department's supervisors along with contractor's supervisor		
4.	Precautions to be taken, identified and listed.		
5.	Plan of work, brought to the knowledge of open line ADEN.		
6.	Plan of work drawn out by contractor's/ Project organization supervisor in consultation with Railway's Supervisor.		
7.	Before start of work, Barricading done at site of work.		
8.	Men deputed for protection of work along with safety equipment.		
9.	Caution order (if required) issued for the train drivers in case work is being done within 6 meters of centre line of running track.		
10.	Drivers of vehicles/machinery being used have been identified.		
11.	Driver of vehicles/machinery briefed about the safe working.		
12.	Sufficient lighting provided at site of work for night working.		
13.	Infringement checked.		
14.	Sectional (open line) ADEN have satisfied himself regarding safety arrangement.		
15.	Availability of Walkie-talkie sets for communication.		

Signature of Construction's/  
Other department supervisor

Signature of Open Line's  
Supervisor

Date:

Annexure-IV

CHECK LIST

(During execution of the work)

Name of Work: -----

Location:-----

Duration of work: From-----To-----

Date of Inspection: -----

S. No.	Description	Yes	No
1.	Does the contractor's Supervisor have the Competency certificate?		
2.	Does the knowledge of contractor's Supervisor on safety of track and work site is up to the mark?		
3.	Is Supervisor of Project organization/other departments available at site?		
4.	Is knowledge of supervisor of Project organizations is satisfactory?		
5.	Is Barricading available satisfactory?		
6.	Are adequate safety precautions taken?		
7.	Are communication facilities (walkie-talkie sets) available at site?		
8.	Are only identified drivers driving the vehicle/ machinery?		
9.	Is whole work site safe for working of man/vehicle during rains?		
10.	Are adequate lighting arrangement done at site?		
11.	Are adequate protection equipment available at site?		
12.	Is Caution order to trains being issued?		
13.	Are train drivers following the enforced temporary speed restriction?		
14.	Has work permit been taken for working in electrified territory/ station yard?		

Signature of Inspecting Officer  
Designation-----