Standard General Conditions of the Contract

1 The whole of the work shall be executed in conformity with the General Condition of Contract 2022 (with up to date Correction slips) and Indian Railways Unified Standard Specification-2021 of the work and materials, all corrected up-to-date, in conjunction with special conditions mentioned below and in the event of any conflict or contradiction between the provision of special conditions and General Condition of Contract 2022 and Indian Railways Unified Standard Specification- 2021 the special conditions given here-under shall prevail. The decision of the Engineer in this connection will be final and binding on the contractor.

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

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

(ii) "Delhi Schedule Of Rates (DSR-2021)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

3 The contract shall not be vitiated by any error of any kind in the surveys, information, specifications, drawings or schedule of quantities. It is further provided that any drawings or schedule of quantities that will be supplied will represent the nature of work to be executed and do not necessarily represent as they will actually be executed from time to time as required.

4 All the materials which are to be used/supplied by the contractors must be approved by the Engineer In-charge or his representative prior to use. Decision of Engineer In-charge will be final and binding.

5 The rates are inclusive of all taxes legally leviable and any other local taxes, license fees and royalty charges if any.

6 Supply of materials by the Rly. Will be confined only to the materials specifically mentioned in the applicable items of the Unified Standard Schedule of Rates 2021 All other materials required for the work must be supplied by the Contractor. Tool and plants and other accessories viz., scaffolding etc. materials will be supplied by the contractor unless otherwise stated specifically

7 Aggregates and cement for all cement concrete work must be properly mixed in a machine to be provided by the contractor. Hand mixing may be allowed by Engineer In-charge only in extreme emergency like sudden failure of machine in course of working where it is not possible to stop the work recording detailed reason in granting such permission. The work/portion of the work of CC/RCC where hand mixing has been done without such permission will be dismantled at the cost of contractor for which contractor will have no claim whatsoever. In case of hand mixing is of CC/RCC is permitted, 5% of the value of the work/portion of the work will be deducted from the bill.

8 All cement concrete work shall be compacted by suitable vibrator, which will be arranged by the contractor at their own expense. Work of CC/RCC shall be started only after ensuring availability of appropriate vibrator at the site of the work by the contractor.

9 Road roller, mixer, vibrator and other machines required in the execution of works under this contract shall be arranged by the contractor(s) at their own cost. However, Railway may supply on hire charges prevailing at the time of such use, on written request of the contractor depending upon the availability but such supply will not be binding on the Railway and no claim will lie on Railway for supplying such machine(s).

10 In case water is supplied from the existing piped water supply system, a charge on this account shall be made at 1% (one percent) on the amount of bills pertaining to the item of work on which water has been used. The cost of laying pipe fittings and specials and other connected work if carried out for bringing the water to the site of works will be borne by the contractor at their own cost. If water is not available from the Railway sources near the site, no claim whatsoever will be entertained from contractor for non-supply of water by the Railway.

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

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

Signature Not Verified
Digitally signed by Manoj Kumar Singh
Date: 2026.04.27 17:00:27 IST
Reason: IREPS-CRIS
Location: New Delhi

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

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

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

15 Materials required to be supplied by the Railways under General Condition of Contract 2022 (with up to date Correction slips) to the extent prescribed as per norm fixed from time to time based on the progress of the work shall be issued to the contractor at Section Engineer (Works), godown, Stores or any where like Station Yard etc. where materials have been stored by the Section Engineer (Works) and no carting shall be paid for that. Any excess materials if issued shall be returned by the contractor in sound condition at Section Engineer (Works) godown at his own cost. In case of contractors failure to return excess materials the recovery at double of the book rate includes freight, supervision and other incidental charges or the prevailing market rate including freight supervision and other incidental charges, which is higher, shall be recoverable from the contractor's dues. No transfer of materials from one contract agreement to another shall be permitted.

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

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

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

19 Debris generated in course of work shall be removed from the site of the work and shall be dumped by the contractor at location specified by Engineer In-charge and no extra cost will be paid for this. If contractors fail to complete this work within a week time of the completion of the work, penalty @3% of cost of work will be recovered from the bill.

20 On the completion of the work to the satisfaction of Engineer In-charge, completion certificate will be issued to the contractor clearly indicating date of completion. Contractor shall be responsible for maintenance of the work for further period of 12 calendar months. However, as per Railway board letter No. 2022/CE-III/Bridge Policy (E-3406846) dated 29.12.2025 and NER/HQ letter No.-W/29/0/A/Pt IX/W5 Dated-18.02.2026, The maintenance period will be 04 years for following categories of work:

a) Construction of ROB/RUB/LHS.

b) Construction of new Rail Bridges/ROR.

c) Re-building of existing bridges.

Any defects or flaw, detected during the maintenance period, will be rectified by repair/replacement of defective portion by contractors within fifteen 15) days of such notice in writing from Engineer In-charge. If contractors fail to rectify the defects/flaw so noticed, the cost estimated by Engineer In-charge for rectification of the defects, which will be final and binding on the contractor, shall be recovered from the security deposit retained by the N. E. Railway or from any money due to the contractor under this or any other contract(s).

21. **Security Deposit:** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the

(1) 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.

Note The original Bank Guarantee should be delivered in person to the C.O.S., Tender section, office of DRM/Engineering N.E. Railway Ashok Marg Lucknow before the closing date for submission of bids (i.e., excluding the last date of submission of bids).

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

(a) Final Payment of the Contract as per clause 51. (1) **and**

(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

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

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

(4) **Performance Guarantee:**

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and 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 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Government Securities including State Loan Bonds at 5% below the market value;

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

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

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

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

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.

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

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

22 **Arbitration Clause**- In the event of any disputes or differences between the parties arising under this contract or in connection with this contract, the same shall be referred to the sole arbitration of General Manager of N. E. Railway, Gorakhpur or any Gazetted Railway Officer nominated by him. The provision mentioned in clause 63 and 64 of GCC 2020 shall be applicable to this arbitration clause, subject to provisions contained in the Arbitration and conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

VARIATIONS IN EXTENT OF CONTRACT

23 **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.

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

(2) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each

(i) 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 upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

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

(v) AAs 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).

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

24 It will be obligatory on the part of the contractors in these favor the contractor is awarded to employ civil Engineers Graduate/Diploma holders for the duration of contracts as under (Rly Bd. Letter no. 2012/CE-I/ CT/O/20 dated 10.5.13):-

1. One Qualified Graduate Engineer when the cost of work to be executed is **Rs** 200 lakh and above.

2. One qualified Diploma Engineer when the cost of work to be executed is more than **Rs** 25 lakh, but less than **Rs** 200 lakh.

Technical staff should be available at the site whenever required by engineer-in-charge to take instructions. In case contractor fail to employ the Technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of **Rs** 40000/-(Rupees Fourty thousands only) for each month of default in case of Graduate Engineer and **Rs** 25000/- (Rupees twenty five thousands only) for each month or part thereof for the default period in case of Diploma holder.

The decision of engineer-in-charge as to the period for each the required technical staff as not employed by the contractor and as the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

25 **Clause of 55-D of GCC 2022- 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.

26 **Clause of 46A of G.C.C. 2022 – Price Variation Clause (PVC):**

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

(a) Materials supplied by Railway to the Contractors, either free or at fixed rate;

(b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

A.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.

A.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.

A.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.

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

A.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

SN	Classification / Components		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
1	*Fixed*	*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*
2	Labour	L_c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S_c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C_c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM_c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F_c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M_c	10	15	30	30	05	25	20	0	0	5	10
8	Detonators & Explosive	E_c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

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

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)
- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)
- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel

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

5 Building Works

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

6 Bridges & Protection work

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

7 Permanent Way linking

8 Platform, Passenger Amenities

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

9 Any Other Works not covered in Classification 1 to 8

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

A.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) $$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

Where,

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

R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item
L_C	% of Labour Component in the item(s)
M_C	% of Material Component in the item(s)
F_C	% of Fuel Component in the item(s)
E_C	% of Explosive Component in the item(s)
PM_C	% of Plant, Machinery and Spares Component in the item(s)
S_C	% of Steel Supply item Component in the item(s)
C_C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W_S or/and W_C or/and W_{SF} or/and W_F or/and W_{SFL} or/and W_{FL} and cost of materials supplied by Railway either free or at fixedrate,
W_S	Gross value of work done by Contractor for item(s) of supply of steel.
W_C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W_{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W_F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W_{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W_{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L_B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L_Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M_B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M_Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F_B	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the base period
F_Q	The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the 3 months of the quarter under consideration
E_B	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E_Q	Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM_B	Index number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM_Q	Index number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.

S_B The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.

S_Q The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.

C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period

C_Q No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration

R_T IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.

R_O IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.

P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.

P_O IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.

Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material

Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender

I_T RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material

I_O RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

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

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

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

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

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

A.10 Price Variation during Extended Period of Contract

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

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

b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

27 CONTRACT LABOUR ACT; (Ref. Clause 55A of GCC 2022)

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

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

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

28 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: (Ref. Clause 55B of GCC 2022)

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.

29 Special Conditions of Contract for mandatory updation Labour data on Railway's shrakikkalyan portal by Contractor (Ref. Clause 55C of GCC 2022)

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

(a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

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

30 Care in Submission of Tenders:

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

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

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

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

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(d) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-A. **In addition to Annexure-A, in case of other than Company/Proprietary firm. Annexure - A shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc, as the case may be**. Non submission of above certificate(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.

(e) A copy of certificate stating that they are not liable to be disqualified and all their statement/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. **In addition to Annexure-A. in case of other than Company/Proprietary firm- Annexure B shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be.** Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

31 SPECIAL CONDITION FOR USING PATENTED ITEMS IN WORKS CONTRACT

1 In case, the agency supplying the patented item is not the contractor to whom the work is assigned and these items are being procured by the contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min JA Grade Officer), who will ensure that all design and safety aspects are taken care of. For any specific requirement concerning execution, warranty etc, an agreement/MOU is to be entered between the main contractor and the party supplying the patented items, clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnish to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer-in-charge, such item can be used in work.

2 The agency supplying the patented item shall provide complete details/specifications/drawings of the items including the manner in which it is to be used.

3 During the installation of such patented items, authorized representative of the firm supplying such patented/ propriety items shall be present and after execution of work, a certificate to be issused by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concrned Engineer-in-charge executing the contract, before releasing payment for the work done.

(Authority- Rly Board's letter no. 2018/CE-I/Innov/1 dated 18.01.2018)

32 SPECIAL CONDITIONS FOR Letter of Credit as Mode of Payment in works tenders (Applicable for Advertise Value Rs. 10 Lakh or above)
(As per Railway Board's letter no. 2018/CE-I/CT/9 DATED 04.06.2018

(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 finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered Page 42 of 75 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 Authorization (format enclosed as Annexure 4) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
(0) 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.

Recovery of Conservancy Cess Charges

In supersession of all previous circular letters issued by this office or any other Deptt. Headquarters office for the item mentioned below the revised scales of conservancy cess charge be recovered from the different categories of contractor and other parties w.e.f. 01-07-2012 are as under:

		Average No. of Labours work man Employed Per day	**Conservancy cess charges be recovered (Per month)**
1.	**Railway Contractors:-**		(R)
(a)	Engg. Works Contractors (Engg, Elec., Mech., Signal etc.)	1 to 5 6 to 10 11 to 25	106 208 523
(b)	Genl. Goods handling contractors including contractors awarded by store deptt.	26 to 50 51 to 100 101 to 200	762 1023 1285
(c)	Coal handling ash pit cleaning contractors.	201 to 300	1546
(d)	Railway siding use by the contractors.	301 to 750 751 to 1500	1785 3590
(e)	Contractor supplying water to Engine.	1501 to 3000 3001 & over	7182 14345

Sr.DEN or his authorized representative or in charge at site should ensure that necessary sanitor, facilities are provided by the contractor for their labour in terms of clause 59(4) of the GCC 2022 and where they fail to do so notice should be given to the contractor that the same will be provided by the Railway at their cost & recovery should be made from their bills in the following manner.

(a) If the contractors labour are employed at station and colonies where Railway sanitary facilities do exist recoveries should be made at the rates stipulated in this circular.

(b) In respect of contractor labour working between stations are at isolated places where Railway sanitary facilities do not exist recovery should not be made at the fixed rates stipulated in this circular but the Railway may provided these facilities at the cost of the contractor, after giving him due notice as stated above.

(c) CMS/MSs/DMOs should inspect such sanitary arrangements of contractors independently and if not satisfactory, report officially in writing to the DEN & DRM concerned.

(d) Supply contractors may be exempted from the purview of recovery of cess charges, since their labourers enter in the Railway premises only to load or unload the materials.

(e) No cess charges are recoverable from contractors engaged in construction work on new lines, away from the open line. This will apply only until the line is opened for traffic partially or wholly. However if safaiwallas are engaged by Railway on construction work on new lines necessary recoveries will have to be made from contractor.

(f) No conservancy cess charges need be recovered from the contractor who are engaged for removal of night soil and rubbish from the Railway colonies as already advised in CMOs circular letter of even no. Date 18-4-1959.

Where only indirect sanitary services are rendered, the conservancy cess charges should only be 20% of the above charges. In category no. 1 above the cess charges will be recoverable at the rate of direct services only.

The definition of direct and indirect sanitary services is given for information and guidance.

Direct Services: Are those where the conservancy staff under take to clean regularly the inside of the premises rented/licensed to the above mentioned parties.

Indirect Services: Will be those where no such direct service are provided, levy services charges are only when services direct or indirect.

No charges are recoverable where ever no service are provided. How ever the facts of such services rendered should be certified by the Chief Medical Suptd./Medical Suptd./Divisional Medical Officer concerned.

Authority: Railway Board's letter No. F(X) 1/95/1/1 dated 16/07/2012.received with GM/Engg/GKP's letter No.W/362/0/3/Pt-Viii/W-3G date 27/07/2012

Annexure-A

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

I.....(Name and designation)**appointed as the attomey/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 tenderer including its constituents as under :

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

Place :
Dated :

SEAL AND SIGNATURE
OF THE TENDERER

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

Annexure –B

(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 :

01 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

02 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 fulfill 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 :

Annexure-C

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

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

President of India,

Acting through .....,

……..……..Railway

Beneficiary ..... Railway

Date:.....

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

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

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

And

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

1	KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2	The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank
3	The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4	The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5	The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time
6	This guarantee will remain valid and effective from…….……[insert date of issue]till ……..[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7	The Bank Guarantee is unconditional and irrevocable.
8	The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9	The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10 The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Place : …… Bank's Seal and authorized signature(s)

Dated : [Name in Block letters] ……....

[Designation with Code No.]……..……

[P/Attorney] No.

Witness :

1. Signature, Name & Address & Seal

2. Signature, Name & Address & Seal

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

The original Bank Guarantee should be delivered in person to the C.O.S. Tender Section, Office of the DRM/Engg. N.E. Railway, Ashok Marg, Lucknow before closing date for submission of bids (i.e., excluding the last date of submission of bids)

Note- Bank Guarantee should be issued in favour of FA & CAO. N.E.Railway, Gorakhpur

ANNEXURE –D

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 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 Charted Accountant

Name Of CA :-

Registration no

(Seal)

ANNEXURE -E

MINIMUM TECHNICAL ELIGIBILITY CRITERIA IN WORKS TENDER. COSTING ABOVE R50.00 Lakh

Sl. No.	Category of work	Similar Nature of work.
1.	Building work/ structure work	Building/structure or Bridge work or Supply of building materials
2.	Road work/River protection work/ Earth works/Transportation of materials	Earth work including cess repair for Railway embankment including mechanized earth work or Road work. or Building / structure/Bridges or Supply of quarry product
3.	Ballast Supply and Training out work. Supply of building materials & quarry product	Supply of ballast in depot or cess or Supply of boulders or Road work involving Quarry product or Supply of quarry products viz. quarry dust, moorum blanket materials
4.	Track Renewal Works.	Complete Track Renewal, through sleeper renewal, through rail renewal or Turnout renewal or Through Bridge Timber Renewal or Deep screening or Work involving loading and leading of P. Way materials or Distressing of LWR or Conversion of track in to LWR. or Casual sleeper, rail & fitting renewal or through fitting renewal or through weld renewal or Raising of Track or Linking of track in Doubling/New Line/G.C.
5.	Works of minor bridges involving shallow foundation or box culverts	Any type of bridge work or Buildings with RCC work or any RCC/CC work
6.	Works of major bridges involving deep foundations including over bridges/ under bridges with PSC super structure	Any bridge work with deep foundation i.e., Pile or well foundation including ROB/RUB and with cast in situ/PSC super structure or Complete Construction of Major Bridge.
7.	Fabrication of welded plate girder of bridges	Fabrication of welded plate girder of bridges.
8.	Erection/launching of welded plate girder of bridges	Fabrication or erection/launching of steel girders of Bridges
9.	Fabrication of open web girder of bridges.	Fabrication of open web girder of bridges.
10.	Fabrication of steel channel sleeper/ Fabrication & erection of steel structures	Fabrication/erection of steel structure or Fabrication of steel channel sleeper
11	Erection/launching of open web girder of bridges.	Fabrication or erection/launching of open web girder of bridges.
12.	Zone works such as works of ordinary repairs and maintenance structures of petty nature in a particular Zone or area.	Zone work or Repair and maintenance of buildings/road or construction of buildings/bridge/road.
13	Hiring of truck/tractor/pickup van etc and transportation of material	Hiring of truck or tractor or pickup van or jeep or JCB or any other type of mechanical self propelled machines or work involving loading & unloading and carting of materials or Registered transport agency
14	Tube well works	Tube well works
15	Pipe line works	Pipe line works, Tube well works, Supply of pipe line & pipe fittings.
16	Welding of rail joints & Supply of welding materials	Firm should be on approved list of RDSO
17	Furnishing /Interior work	Furnishing /Interior work or Building work/ structure
18	Construction of Limited Height Sub Way.	Any work of major bridge/Any bridge work by push & pull or cut and cover method or any Civil Engineering work involving concrete and/or earth work and/or road work.
19	TFR of Channel of Bridges	Supplying & Fixing of fitting of steel channel sleeper or Supplying & Fixing of steel channel sleeper or Any work of through Rail renewal, through sleeper renewal or both or Any work of through renewal of turnouts/switches & crossings or Any work of through fitting renewal on track. Note:- All fitting & fixtures purchased/supplied by RDSO approved vendors.
20	Recycling Plant	Execution of the work supply installation and commission of Water recycling plant or Effluent Treatment Plant or Water Treatment Plant.
21	Supply, installation, commissioning & testing of Automatic Bacteriogical treatment plant with guarantee/ warranty for five years and its operation & maintenance for 5 years.	Supply, installation, commissioning and testing of automatic bacteriological treatment plant incorporated with microprocessor based programmable logic controller, water flow sensor and proportional dozing controller for drinking water treatment and operation and maintenance of the work supply installation and commission of Water recycling plant or Effluent Treatment Plant or Water Treatment Plant.

22	Operation and maintenance of water treatment/recycling plant including chorinator/R.O./Softening plant and/or Sewage/effluent treatment plant.	Operation and maintenance of:- Automatic bacteriological treatment plant incorporated with microprocessor based programmable logic controller, water flow sensor and proportional dosing controller for drinking water treatment Or Water recycling plant Or Effluent treatment plant Or Water treatment plant.
23	Provision of Sewage Treatment Plant (STP) on Railway Stations.	Design, Construction, commissioning of waste water treatment and recycling plant/waste water treatment plant/sewage treatment plant (STP) / Effluent treatment plant (ETP).
24	CTR(P)/TSR(P) with supply of P.way material including PSC sleepers in traffic block in running track.	"Any P-way work with or without supply of P.way materials" with special condition that:- (i) Tenderer/Bidder will submit MOU with PSC sleeper manufacturer for supply of all type of PSC sleepers.
25	Increasing Sleeper Density with contractor's PQRS Portal.	Similar nature work "Any P.way Work" With Special condition as under:- "Tenderer/Bidder will submit an affidavit of ownership of minimum 02 Nos. of PQRS machines for working in running track during traffic block and 02 Nos. of Gantry for working in PQRS depot".
26	Topography by using Drone/Trolly based LiDAR for Gradient verification of station yards & section.	Drone Based Photogrammetry Survey/Lidar Survey work of Railway Project work.
27	Provision of prefabricated toilets on manned Level Crossings.	Supplying and erection of prefabricated structure (Building, Cabin, Toilet etc.)
28	Renewal of Channel Sleeper by H-Beam.	Fabrication and Laying of steel channel Sleepers/H Beam Sleepers in Running Track on Bridges.
29	Fabrication of In-Situ Glued Joints as per RDSO approved design and drawing in Railway projects.	Fabrication of In-Situ Glued Joints of RDSO approved design and drawing in Railway projects. The firm shall be borne on approved list of RDSO for manufacture and supply of Glued Insulated Joints.
30	W-beam type metal fencing	Any Civil engineering work.
31	Horticulture work (maintenance of lawn hedge, Flower bed etc.)	Horticulture work (maintenance of lawn hedge, Flower bed etc.)
32 (i)	Addition/Alteration/Repair to existing Station Building/ Service Building / Residential Building. Or Construction of Residential Building up to (G+2) Storey.	Building Work. Or Repair & Maintenance work of Building.
(ii)	Construction of Station Building/Service Building up to (G+2) Storey.	Construction of Building on framed RCC structure.
(iii)	Construction of Station Building/ Service Building / Residential Building of more than (G+2) Storey.	Construction of multistoried building on framed RCC Structure of minimum (G+2) Storey.

ANNEXURE –F

N. E. RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this_____day of_____20_____between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and_____ herein after called the "Contractor" of other part.

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

_____ _____

_____ _____

ANNEXURE –G

TENDERER'S CREDENTIALS (BID CAPACITY)

N. E. RAILWAY

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

Available Bid Capacity = [A x N x 2] – 0.33xNxB

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 the tenderer as per Prescribed proforma of railway statement of all works in progress and also the works which are awarded to tenderer but yet not started upto 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 upto 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 upto 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 –H

REVISED MODEL FORM OF BANK GUARANTEE BOND
GUARANTEE BOND

1. In consideration of the President of India (herein after 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 said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs_____ (Rupees_____only) we indicate the name of the bank)_____ (hereinafter referred to as "the Bank" at the request of _____contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the bank)_____ do hereby under take to pay the amounts due and payable under this guarantee without and demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount no exceeding Rs._____.
3. We, under-take to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We,_____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till_____(office/department) Ministry of _____ certifies the terms and conditions of the said Agreement have been fully and properly earned out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We,_____(indicate the name of bank) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s)
6. This guarantee will not be discharged due to the charge in the constitution of the Bank or the Contactor(s)/Supplier(s).
7. We,_____(indicates the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the_____day of_____20
For (indicate the name of bank)_____

ANNEXURE-I

DETAILS OF ANNUAL TURN OVER/CONTRACT AMOUNT RECEIVED DURING LAST THREE FINANCIAL YEAR & CURRENT FINANCIAL YEAR.

Sl. No.	**Financial year/current financial year**	**Amount turn over (R)/Contract Amount**	**Documentary proof Regarding turn over/Contract Amount Received (enclose copies separately & indicate annexure No. in this column)**

Annexure-J

LIST OF PLANT & MACHINERY AVAILABLE ON HAND (OWN) & PROPOSED TO BE INDICATED (HIRED) FOR THE SUBJECT WORK.

Sl. No.	Description of Equipment	Where Available	Date of Purchase	Date of Manufacture	Make	Condition of equipment	Where the Equipment can be inspected.

Annexure-K

LIST OF PERSONNEL, ORGANISATION ON HAND & PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.

Sl. No.	Name	Age	Technical Qualification	Position held	Working with the Tenderer since	Field of Experience

Annexure-L

DETAILS OF WORKS PRESENTLY UNDER PROGRESS

Sl. No.	Name of work	Total Cost of work (R)	Month & year of Commencement	Completion Period	Present Progress		Full address of the authority under Whom the work has been Executed	Documentary proof Regarding Completion of Work (enclose copies separately for each work & indicate annexure No. in this column)
					Financial	Physical		

ANNEXURE-M

DETAILS OF PREVIOUS WORKS OF SIMILAR NATURE EXECUTED AND COMPLETED BY THE TENDERER DURING LAST 07 (SEVEN) YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER IS INVITED.

Sl. No.	**Name of Work**	**C. A. Value**	**Original Completion period**	**Final Value of Works (R)**	**Months & year of Commencement**	**Months & year of Completion**	**Full address of the Authority under Whom the work has been executed**	**Documentary proof Regarding Completion of Work)enclose copies separately for each work & indicate annexure No. in this column)**

ANNEXURE-N

BID CAPACITY (Only for tender costing more than R10 crore)

Details of Tenderer(s) existing commitments and balalnce amount of ongoing works of all works in progress and also the works which are awarded but yet not started upto date of tender during the current and last three financial year immediately preceding the current financial year:

Sl	Financial Year	Name of works & Ageement No. (Please furnish list of all works executed in each financial year)	Full address of the authority under whom the work in being executed	Last sanctioned Agreement value	Date of awared	Date of completion/ Due date of completion	Value of payment received (R)
1	2	3	4	5	6	7	8
1	Current Financial Year						
2	During 1st Previous Financial Year						
3	During 2nd Previous Financial Year						
4	During 3rd Previous Financial Year						
5	Details of other works under progress						

Verified
Chartered Accountant
Signature, Seal with Membership no.

Signature of tenderer
Along with seal

Note- (1) In case of no works in hand, a "NIL" statement should be furnished.
(2) This statement should be submitted duly verified by Chartered Accountant.
(3) 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.

END OF THE TENDER DOCUMENTS