

SOUTH WESTERN RAILWAY
Signal & Telecomm
STANDARD TENDER DOCUMENT
FOR OPEN LINE

SOUTH WESTERN RAILWAY

Name of the work: Replacement of Datacom Equipment's of PRS/UTS at Tier 2,3 & 4 and down locations over Hubballi Division.

- i. Approximate value of tender - **Rs. 3,67,02,522/-**
- ii. **Security Deposit** for each work should be **5%** of contact value. EMD will be adjusted towards Security Deposit and the balance amount will be recovered at the rate of **6%** of the bill amount of the running bills till the full Security Deposit is recovered.
- iii. The successful bidder should give a **performance Guarantee** within 21 days of issue of Letter of Acceptance in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value. The Bank guarantee (BGs) to be submitted by contractors/suppliers should be sent directly to the concerned authorities by the issuing bank under registered post A.D.
- iv. Earnest Money Deposit : **2% of the tender value.**
- v. Completion period : 06 Months
- vi. Validity of the Tender : 45 Days
- vii. Maintenance period : **One Year**
- viii. Cost of the Tender document : Nil (as per GCC Clause 3)

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SOUTH WESTERN RAILWAY

REGULATIONS AND INSTRUCTIONS TO TENDERERS (For the Guidance of Engineers and Contractors FOR Engineering Works UNDER WORKS CONTRACTS)

Meaning of Terms

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

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

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

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

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

(a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom

Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.0 Omissions and Discrepancies: Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.0 Right of Railway to deal with Tenders: As per IRGCC item 7 part –I :

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

4.0 Employment/Partnership etc. of Retired Railway Employees:

a) Should a tenderer

- i. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii. being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

Contract Documents

5.0 Execution of Contract Documents: As per IRGCC para 8 of Part-I:

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

Form of Contract Documents: Every contract shall be complete in respect of the document it shall so constitute. The Contract Documents shall include all or any of the documents listed in the definition for 'Contract' under sub-clause (h) of clause (1) updated to the date of issue of tender notice for the work. It should be understood that every endeavour has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims on account thereof. Not less than 3 (three) copies of the Contract Documents, shall be signed by the competent authority and the Contractor and one copy given to the Contractor.

a) For Zone or Zonal contracts, awarded on the basis of the percentage at par or above or below the Schedule of Rates of the Engineering Department and/or other departments of the South Western Railway for the whole or part of financial year, the contract agreement required to be executed by the Tenderer whose tender is accepted shall be as per specimen form at Proforma 12 or as may be

prescribed by the Railway. During the currency of the Zone contract, Work Orders as per specimen form at Proforma 13, for works not exceeding Rs.5,00,000/- each, or so as specified by the Railway, will be issued by the Engineer under the agreement for the Zone Contract.

b) For contracts for specific works, the contract agreement required to be executed by the Tenderer whose tender is accepted shall be as per proforma prescribed by the Railway.

6.0 Right of the Railway to deal with this Contract: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer shall demand any explanation for the cause of rejection of his tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

7.0 If the Tenderer being an individual expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

8.0 If the tenderer's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement, the surviving partners shall remain jointly/ severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.

9.0 The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

9.1 Tender offer validity: tender offer validity is for a period of 45 days for single packet system and 60 days for two packet system from the date of opening of tender.

10.0 Short notice period for tender: Tender called with short notice period of 21 days, tender offer validity period would be 30 days and for tenders called with 14 days notice period, the tender offer validity would be 21 days only.

11.01 Two packet system will be applicable if tender value is more than Rs.10 Crores.

CONDITIONS OF CONTRACT

1.0 VARIATION IN QUANTITIES:

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

2.1. 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.

2.2.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub-para 2.2.3 below.

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

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

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned

item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

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

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

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.

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

2.2.5 In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

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

3.0 In cases where decrease is involved during execution of contract:

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

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

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

4.0 In the case of failure of zonal contractor in particular work order/work orders the loss sustained by the Railway in completing the left over work or supply will be estimated as 10% of the value of the work order. The Railway Administration shall be at liberty to recover the said amount from the security deposit/pending bills without prejudice to any other legal remedies available to the Railway Administration.

5.0 VITIATION CLAUSE:

5.01 Vitiating during Variation in Contract Quantities

A contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

Sl. No.	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small value contracts (Tender Value less than Rs 50 lakh)	10
2	Other than small value contracts (Tender Value equal to or more than Rs. 50 lakh)	5

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

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

The above shall be regulated as under:

(a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.

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

(c) Railway shall exercise control over the aspect of vitiating of tender with respect to variation in quantities and shall make all efforts that no vitiating takes place in normal circumstances.

6.0 BID SECURITY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

6.1 BID SECURITY:

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

Value of the work (Tender Value)	Bid Security
For all works	2% of the estimated cost of the work

Note:

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(a) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(b) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.

- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6.2 SECURITY DEPOSIT

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from

Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the

full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that

the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

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

- (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.

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

6.2.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the

Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b)

of this clause will be payable with interest accrued thereon.

6.2.4 Neither the standing deposit, if any lodged with this Railway nor any other deposit against any other tender will be accepted as bid security to this tender.

6.3 PERFORMANCE GUARANTEE (P.G): As per IRGCC para 16(4) part-II:

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

(b) The successful bidder shall submit the Performance Guarantee (PG) 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 Defence Certificates;
- (ix) Ten years Defence Deposits;

(x) National Defence 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 IRGCC.

7.0 INCOME TAX:

Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorised by the Income-Tax department.

8.0 TAXES AND ROYALTY CHARGES:

8.1 This tender falls under the category of Civil Works Contract and is like all other Works contracts which attract provisions of GST under Central Goods and Services Taxes, 2017. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST law.

8.2 Under the 'Building and other Construction Workers (RECS) Act, 1996 and the Building and other Construction Works Welfare Cess Act, 1996' the tenderer for carrying out any construction work in Railways in the State of Karnataka / Andhra Pradesh / Tamil Nadu / Goa must get themselves registered from the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the State Govt. of Karnataka / Andhra Pradesh / Tamil Nadu / Goa and submit a certificate of registration issued by the Registering Officer of the State Government (Labour Department). For enactment of the said Act, the Contractor shall be required to pay a cess at 1% of the cost of the construction work which shall be deducted from the running bill of the Contractor for payment to the State Government. Only the cost of the material supplied under specific supply schedule items under the Contract will be outside the purview of this Cess.

9.0 Rates, GST exemption & Format for bill of Supply:

9.1 The rate quoted by the tenderer should take into account applicable GST and cess on GST (if any) thereof Railway will not pay any such charges levied upon tenderer and tenderer will only be paid at the rate accepted by the Railway administration under the Contract.

9.2 GST exemption for Railway equipment and materials moved by Indian Railways for its own consumption across various states.

9.3.1 As per Section 31(3) (C) of the CGST Act, 2017, Bill of supply in a prescribed format, as mentioned in Rule no.49 of the Chapter VI of the CGST Rules, 2017 accompanies such consignments and has to be issued by Railways while transferring Goods that are considered as exempted in case the value is more than Rs.200/-. Transfer of Goods / Stores from one State / UT to another State / UT is considered to be an exempted activity as per section 7(1) of the CGST Act, 2017 read with clause 1(b) of Schedule II of the CGST Act, 2017.

9.3.2 While transferring Railway Materials from the Depot / Workshop/Shed/Stock holder in one State to another State, it may be ensured that the Bill of Supply accompanies such consignments. A declaration may also be given in the Bill of Supply that:

“This transfer of Railway Materials [*description of material to be indicated*] from the Depot/workshop/Shed/Stock holder of --- [*Name of the Zonal Railway and the State (Originating Depot)*], GSTIN] to the Depot/workshop/Shed/Stock holder of ----- [*Name of the Zonal Railways and the State (Destination)*], GSTIN], is without any transfer of title of the said goods, and is treated as supply of service between two distinct persons as defined in section 25(4) of the CGST Act, 2017 (CGST Act, 2017). As per Section 7(1) of the Central Goods and Services Tax Act, 2017 (CGST Act, 2017) read with Clause 1(b) of Schedule II of the CGST Act, 2017, this inter-state supply of service by the Central Government (Ministry of Railways) to Central Government (Ministry of Railways) is exempt from the levy of IGST vide Sl.No.8 of the Notification No. 9/2017 – Integrated Tax (Rate) dated 28.06.2017”.

9.4 Format for bill of supply:

- 9.4.1 (a) Name, address and Goods and Services Tax Identification Number of the supplier;
- (b) A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters –hyphen or dash and slash symbolized as “-“ and “/” respectively, and any combination thereof, unique for a financial year;
- (c) Date of its issue;
- (d) Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) Harmonised System of Nomenclature Code for goods or services;
- (f) Description of goods or services or both;
- (g) Value of supply of goods or services or both taking into account discount or abatement, if any; and
- (h) Signature or digital signature of the supplier or his authorized representative:

9.4.2 Provided further that any tax invoice or any other similar document issued under any other Act for the time being in force in respect of any non-taxable supply shall be treated as a bill of supply for the purposes of the Act.

9.5 Tenderer should quote his/their rates taking into consideration the above and no claims

whatsoever made by the contractor shall be entertained. This clause is an Excepted Matter as per Para 63 of General Conditions of Contract and in case the Contractor resorts to claims and demands arbitration, the same shall be excluded from arbitration at all stages.

9.6 (a) Tenderers may specifically note the modification to para (a) of Clause 6, Part I of Indian Railway standard GCC, the extract of which is available at Clause 8 (a) (b) (c) & (d) in Regulations and Instructions to Tenderers.

(b) Tenderers may specifically note the modification to para (a) of Clause 46.A of Part-II of Indian Railway standard GCC, the extract of which is available at Clause 21.7 & 21.9 of Special Conditions of Contract.

(c) Tenderers may specifically take note of instructions regarding payments of contractual bills, the extract of which is available at Clause 26 of Special Condition of Contract.

10.0 RECOVERY OF ROYALTY CHARGES:-

10.1 Royalty charges/seigniorage on supply of Contractor's own earth, ballast, moorum, and blanketing as fixed by the respective State Government (Karnataka, Andhra Pradesh, Tamil Nadu, Kerala, Maharashtra as the case may be) as prevailing on the date of opening of tender as per extant notification of respective State government will be recovered by the Railway from the contractors through on account and final bills and will be remitted to the State Government. The rates quoted by the tenderer shall be inclusive of these charges.

10.2 Increase in Royalty charges during currency of contract:

(a) When Royalty charges are recovered from contractors CC/Final bills and remitted to Mining department (of the concerned State Government) by Railway: The increased amount will be recovered by the Railway from the contractors "on account" and "final bills" and remitted to the State Government on receipt of the State Government orders to that effect. However, the Railway shall reimburse the additional liability to the contractor, provided that the work executed falls in the original completion period of the work or in the extended period granted on administrative grounds i.e., 17-A(i),(ii) or (iii) of GCC.

As such, claims regarding reimbursement due to increase in seigniorage charges shall not be payable for work executed in the extended period granted on contractor's account under clause 17(B) of GCC.

(b) When royalty is paid directly by the contractor to Mining department: In such cases, the increase in royalty charges over and above that prevailing on the date of tender opening, shall be reimbursed to the contractor on production of documentary proof of payment of royalty at such increased rate. However, no reimbursement shall be made for such cases where time extension has been granted under clause 17(B) of GCC on contractor's account.

10.3 Decrease in Royalty charges during currency of the contract:

(a) When Royalty is recovered from contractors CC/Final bills and remitted to Mining department (of the concerned State Government) by Railways: The recovery of Royalty charges from the contracts "on account" and "final bills" will be made as per the rate prevailing as on the date of Tender Opening but not at the reduced rate. However, remittance of royalty to the Mining Department shall be made as per the reduced rate and the benefit of reduction in rates shall be passed on Railways.

(b) When Royalty is being paid directly by the contractor to Mining department: The difference in the rate of royalty will be recovered from the contractors CC/Final bills and shall be retained by the Railways.

11.0 CONSERVANCY CHARGES:

Necessary conservancy charge will be deducted from the running bills of successful tenderers as detailed below

Description	Average No. of Labours or Workman employed per day	Conservancy cess charges to be recovered per month
Railway contractor		
a. Engg. Works contractors (Engg, Elect, Mech, Signal etc.)	1 to 5	Rs.159/-
	5 to 10	Rs.312/-
b. Genl. Goods handling contractor including contractor awarded by stores dept.	11 to 25	Rs.785/-
	26 to 50	Rs.1143/-
	51 to 100	Rs.1534/-
c. Coal handling ash pit cleaning contractor	101 to 200	Rs.1926/-
	201 to 300	Rs.2318/-
d. Railway siding used by the contractor	301 to 750	Rs.2676/-
	751 to 1500	Rs.5382/-
e. Contractor supplying water to engines	1501 to 3000	Rs.10768/-
	3000 and above	Rs.21508/-

12.0 Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

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

13 .1 Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bills(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv), and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

13.2 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the

refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

14.0 Production of Vouchers etc. by the Contractor:

i For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

ii If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

iii The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

15.1 Lien in Respect of Claims in other Contracts:

i Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

ii However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against

other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

iii It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

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

17.0 Minimum Wages Act

17.1 (Clause 54 of GCC) Minimum Wages To Labour : The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the Railways.

The Contractor will submit in writing for all CC bills that, wages to labour for subject contract has been paid by him in accordance with Minimum wages Act, 1948 (amended time to time). In case of any issues arises out of this, he will be legally answerable on behalf of Railway.

17.2 (Clause 55 of GCC) Provisions Of Payments Of Wages Act : The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The

Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

17.3 (Clause 55 A of GCC). Provisions Of Contract Labour (Regulation And Abolition) Act, 1970 :

17.4 (Clause 55 A(1) of GCC) 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.

17.5 (Clause 55-A(2) of GCC) 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 fulfil the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

17.6 (Clause 55-A(3) of GCC) The Contractor shall pay to the labour employed by him directly or through subcontractors 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.

17.7 (Clause 55-A(4) of GCC) 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.

17.8 (Clause 55-A(5) of GCC) 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 fulfil 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 by deducting it from the Security Deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. 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 Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

17.9 (Clause 55-B of GCC) Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

17.11 (Clause 55-D of GCC) 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, must 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.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

18.0 INSPECTION AND MAINTENANCE OF SITE:

18.1 The Contractor before tendering shall inspect the site of work, examine the nature of soil to be excavated, nature of work to be executed, check up the availability of working space and other constraints if any and also acquaint himself of the available access to the site of work and make due provision in the rate for all such contingencies.

18.2 The contractor shall make his own arrangement for site clearance, clearance of debris, jungle, bushes etc., without any extra payment. If any heavier materials like Railways sleepers etc., are to be shifted from the site of work, the same should be carried out by the contractor for which separate payment will be made under relevant items of SSOR which is applicable. Contractor is also responsible to clear all construction debris, labour camps, and surplus materials from site of work without any extra payment as and when these are not required for the progress of the work.

19.0 SERVICE ROADS:

The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his

own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor. In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect and shall not compensate the contractor in any way.

20.0 WATER AND ELECTRICITY FOR WORKS:

20.1 Water: The Contractor shall make his own arrangements within his quoted rates for necessary water required for the performance of the contract.

20.2(i) Electricity: The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. He shall arrange for source, transformer protection and approval from the concerned authorities at his cost. If however Railway's electricity is available in the vicinity and if the Contractor requests the same to be provided due to compelling circumstances, the Railways at its sole discretion may agree to provide the same as per extant policy and guide lines and rates of the Electrical department of the Railways and the Contractors shall not have any claim whatsoever in this regard.

20.2(ii) The Railway may supply to the Contractor in part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway. The charges and advance payments as required by the Railways shall be paid by the contractor to avail of the facility. The cost of arranging necessary connections to the Railways Electric Supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system. Railways do not guarantee supply of electricity to any of the Contractor's works/requirement.

21.0 PROGRAMME OF WORK :

21.1 A tentative programme chart and / or a list of mile stones prepared by Railways for the contract to be achieved based on the Railway's needs will be attached along with Acceptance Letter. The contractor shall accept and return a copy of the programme chart to Railways within fifteen days of issue of LOA. The contractor may modify the programme to suit his resources, however, without any change in milestones and submit a modified programme to the Railways duly signed by him within fifteen days of issue of LOA. This is however subject to a condition that such shifting or change shall not affect the completion period of the contract in any manner whatsoever. The modified programme of the contractor shall not be conditional and will not affect the terms and conditions of the contract and if made conditional by the contractor, Railway reserves the right to reject the same and to treat such conditions as breach of contract as agreed to in the contractor's offer and in the LOA issued by the Railways. Railway reserves the right to accept or not the modified programme of the contractor. Contractor shall not have any claim whatsoever in this regard. Further programmes, as per the latest progress of work, will be prepared on similar basis from time to time.

21.2 If the confirmation of acceptance of programme as above is not received within fifteen days of issue of LOA, the contractor is liable to pay towards penalty up to Rs.50,000/- for delay in submission of the programme.

21.3 Non-acceptance of Railway Programme or submission of Modified Programme by the contractor which is not acceptable to the Railways, shall also tantamount to breach of contract by the contractor and the Railway shall be entitled to terminate the contract on account of the contractor's default under clause 62 of the General Conditions of Contract, for this

lapse alone.

21.4 The Railway reserves the right of determining the contract at any stage of review of the progress referred above, if the above agreed programme(s) are not adhered to within the margin of 10% of the provision in the programme in terms of shifting of individual milestones or the quantum of progress at any stage, as envisaged in Clause 62(1)(viii) of the General Conditions of Contract and the Performance Guarantee & Security Deposit will be forfeited without prejudice to other remedies as contemplated under the Conditions of the Contract.

22.0 FIXING MILESTONES:

The concerned Engineer-in-charge of the work will fix appropriate milestone and monitor the progress from time to time.

23.0 INCENTIVE BONUS PAYMENT FOR EARLY COMPLETION OF WORK: (For cases pertaining to doubling/traffic facility/throughput enhancement work or any other specified work)

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

23.2 This incentive scheme shall not apply if any extension is granted beyond the original completion period or any revised completion period whichever is less, irrespective of any reasons whatsoever including FORCE MAJEURE conditions (i.e. irrespective of extension being given under Clause 17 or 17A(i) or 17A(ii) or 17A(iii) or 17B).

23.3 No relaxation with regard to 'holidays', 'no work days' or 'non availability of line blocks' or non-availability of materials to be supplied either by railway or by the contractor, loss of time due to FORCE MAJEURE situations of any nature will be allowed for this purpose. Date of completion shall be reckoned as per the satisfactory date of completion of the work as certified by the Divisional Railway Manager (Works) _____ Division, who shall decide the same based on the inspection notes of the Commissioner of Railway Safety authorizing opening of the section or joint inspection notes between Open Line and Construction departments or based on his own personnel assessment duly recorded.

23.4 The decision of the Divisional Railway Manager (Works) _____ Division shall be final and binding on the contractor. No representation from the contractor in regard to early completion of work shall be entertained from the contractor.

23.0 IMPOSITION OF FINE, PENALTY AND COST OF DAMAGES FOR DELAY OF WORKS:

23.1 In the event of the contractor not adhering to the agreed programme of work and / or not achieving the milestones or quality of work etc., specified, even if no physical or actual damages have occurred to the Railways and even if the currency of the work is not affected, the Railway reserves the rights of, with a view to improve, expedite and the make the contractor realise the effects of delays, levying fine or any value as deemed fit on the contractor by the Engineer – in – charge based on the merit of the case. The amount of fine will be solely decided by the Engineer – in – Charge at his discretion and will be based on his assessment of disturbances, difficulties or losses caused by the delay or poor quality of work, etc., including that of the reputation of the Railway. The contractor shall have no claims what-so-ever in this regard. Subsequent to the imposition of the fine, if contractor makes good, the progress / quality and achieves the milestones to the satisfaction of the Railways, part or full amount of the fine imposed may be waived and the amount so worked out will be released to the contractor at the sole discretion of the Engineer –in – charge duly recording necessary

certification to the effect that no damages have occurred. However, in case of actual or anticipated damages occurred or occurring to the Railways, the recovery of agreed / liquidated damages will also be imposed and recovered from contractors due as per provisions in GCC in addition to the above fine.

23.2 IMPOSITION OF PENALTY IN CONTRACTS:

Penalty in contracts with incentive Bonus payment clause: in case of non-completion of all works to the satisfaction of the Engineer-in-charge, a penalty of 1% of the value of balance works left to be completed as per contract per week of delay shall be imposed. This penalty will be applicable in all cases where currency extension is granted under clauses other than 17, 17A(i) or 17 A(iii) of GCC and / or whether any damages have occurred or likely to occur or not and the contractor shall have no claims in this regard.

Notes:

1) The maximum fine or penalty liable to be imposed under the clauses under para 13.0 is limited to a maximum of 20% of the value of balance works left to be completed as per contract. However, on account of the extension granted, in case of actual or anticipated damages occurring to the Railway, the recovery of agreed/liquidated damages will also be imposed and recovered from contractors due in addition to the penalty as per provisions in GCC.

2) No relaxation with regard to 'holidays', 'no work days' or 'non availability of line blocks' will be allowed for the non-completion of the work as envisaged in the contract completion period. However, loss of time due to FORCE MAJEURE situations will be allowed for this purpose.

3) The date of completion shall be reckoned as per the satisfactory date of completion of the work as certified by the Engineer-in-charge.

4) The decision of the Engineer-in-charge shall be final and binding on the contractor. No representation from the contractor in regard to delayed completion of work shall be entertained.

24.0 SETTING OUT 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 shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignments, grades, levels and dimensions. If, at any time, during progress of the works any error shall appear or arise in any part of the work, the contractor, on being required to do so by 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.

25.0 ENGAGEMENT OF TECHNICAL STAFF BY THE CONTRACTOR

25.1 The contractor shall employ proper managerial and technical personnel during the execution of this work and the personnel deployed shall have adequate experience and thorough knowledge of the works executed including the specifications and proceedings involved. The list

of managerial and technical personnel proposed to be engaged by the contractor shall be submitted to the Sr.DSTE/DSTE/ADSTE in charge of the project along with the programme chart and approval of Engineer to be obtained for engaging them for work.

25.2 Scale of personnel: Minimum scale of personnel to be engaged by the Contractor shall be as under:-

- 1) One Graduate Engineer and at least one diploma holder Engineer when the cost of work is more than Rs.5.00 crore.
- 2) One Graduate Engineer when the cost of work to be executed is between Rs.1.00 crore and up to 5.00 crore.
- 3) One qualified Diploma holder Engineer, when cost of the work to be executed is more than Rs.30.00 lakhs but less than Rs.100 lakhs.

4) Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.

25.3 The contractor shall provide the technical personnel continuously on the project and the initially approved personnel should not be changed in the mid-course of the contract, except in exceptional situations and only with the approval of the Sr.DSTE/DSTE/ADSTE in-charge of the project. Continuous engagement of technical personnel is defined as under:

1) Record of engagement of technical personnel shall be maintained by the contractor at each site where his Engineers are deployed. This record will be verified by the Sr.DSTE/DSTE/ADSTE in-charge of the project or any other Railway representative. In case of non-availability on any single occasion at site, it will be treated as absence for a week.

2) Technical staff should be available at site whenever required by the Engineer-in-charge or his authorised representative to take instructions. In case, the contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay Rs.30,000/- (Rupees Thirty thousand only) for each month of default or part thereof in case of each Graduate Engineer and Rs.20,000/- (Rupees Twenty thousand only) for each month of default or part thereof in case of each qualified diploma holder.

3) The contractor shall submit the copy of bio-data and Degree / Diploma certificate of the above technical staff employed by him for the scrutiny by Railway and for the record. Railway reserve the right to scrutinize the records of the contractor to ascertain as to whether the qualified staff has been actually employed by him and is paid for.

4) While passing each "on" account bill, the AEN/XEN in-charge will certify the availability of technical staff as above, otherwise the recovery as above shall be made from every bill.

5) The decision of the Engineer-in-charge, whether the required Technical staff was not employed by the contractor shall be final and binding upon the contractor.

25.4 The above provision shall be applicable for all type of works except supply of ballast, transportation of materials, track works, welding works, designing & drafting and consultancy works where separate provision as indicated in the special conditions for the said item will apply.

25.5 For carrying out supplying of ballast/transportation of materials/track works, sufficient number of trained Mates / Mistries / Supervisors shall be deployed to supervise stacking of ballast/loading, unloading of material/Track linking & maintenance works etc. No work shall be carried out without availability of well experienced Mates/Mistries/Supervisors. For track works, in addition to adequate number of Mates/Mistries/Supervisors, a well experienced Engineer (Diploma/Degree holder in Engineering) shall also be engaged for each ten kilometres of work in the contract or work of any yard or re-grading under traffic conditions. Non engagement of technical staff as aforesaid will lead to rejection of work and/or penalty of Rs.10000/- on the first occasion and Rs.25000/- for every subsequent defaults at the discretion of the Engineer-in-charge.

25.6 For carrying out welding works by any method such as SKV, Mobile Flash-butt etc., RDSO approved (or any other agency authorized by RDSO) welders and supervisors only shall be engaged by the contractor. The number of welders and Supervisors shall be sufficient so that no weld is made without personal supervision of a welder and at least one supervisor shall be available for doing every 50 welds in a day. Non engagement of technical staff as aforesaid will lead to rejection of welds and/or penalty of Rs.10000/- on the first occasion and Rs.25000/- for every subsequent defaults.

26.0 PRECAUTIONS AT WORK SITE:

26.1 1) All precautions to ensure safety of workmen must be taken while unloading and leading the materials during execution of work. Traffic rules should be strictly followed and the contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.

2)The contractor must ensure the safety of labourers engaged by him while crossing the track during the course of execution of work and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident. The contractor should bear all the loss and expenditure involved. Wherever necessary he should also provide necessary look out men.

3)The work should be carried out without any interference to the normal working of the Railway track and structures. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the public/private person or to the Railway/ Public/private property and the contractor should bear all the loss and expenditure involved.

4) Wherever work is to be executed close to any running railway lines or roads or buildings or public passage, the Contractor shall ensure proper protection of public, railway/public property. He shall also ensure all special precautions as provided in this tender.

5)The contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway or any Government Medical authority and where use of insecticides are involved, it shall be done in accordance with the provisions of the act and rules in this behalf at the cost of contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

6)The Contractor shall ensure that necessary sanitary facilities are provided by the Contractor for their labour in terms of Clause 59(4) of the General Conditions of Contract, and where they fail to do so notice shall be given to the Contractor that the same will be provided by the Railway at their cost and recovery shall be made from their bills.

7)Where contractor avails existing sanitary arrangements of the Railways charges as decided by Railway from time to time is recoverable from the contractor.

26.2The contractor shall arrange to obtain permission direct from the State Government or local authorities concerned for using Forest, PWD or Panchayat roads. The rates tendered shall be inclusive of any cess, tax or any other charges payable to the authorities concerned.

26.3The contractor shall make his own arrangements for obtaining the license for any explosives, as may be necessary, for procurement, transportation, storage and use of the same. All possible assistance will be given by the Railway, should there be any difficulties in obtaining the license etc. However, any failure shall not form the basis for any claim by the contractor against the Railway or for additional payment for the work.

26.4 In case of use of explosives for blasting the contractor shall strictly abide by the Indian Explosive Act, the Rules and Regulations framed there under in carrying out the work, shall observe all the provisions of the Indian Mine Act and the metaliferous mines regulations and rules there under as well as any other Act and Rules, as may be enacted and laid down by the State and Central Government from time to time, for such work.

26.5 The contractor will be held responsible for any loss/damage/injury caused during explosion to the labourers or to the public/private persons or to Railway/Public/Private property and the contractor should bear all the loss/expenditure thereby involved.

27.0 OPTIC FIBRE CABLE MAINTENANCE:

27.1 During the course of execution of work if any underground/overhead or any other cable/OFC are damaged by the contractor or his labour etc., purely due to the default of the contractor, the cost of damage, as decided by the Railway Administration will be borne by the contractor.

27.2 The contractor shall take special precaution while carrying out works at location where there is likelihood of any underground cables/OFC etc., and the work shall not be carried out without the presence of an authorised Railway Supervisor/staff deputed to supervise the work.

27.3 Before taking up any digging work, it is the responsibility of the contractor to get cable layout plan from Engineer-in-charge of the work and arrange to demarcate the same at the site.

27.0 CONTRACTOR'S VEHICLES, PLANT & MACHINERY ETC.:

27.1 Necessary permit/interstate permits for the movements of vehicles/Plant & machinery shall be arranged by the contractor.

27.2 Breakdown to transport vehicles, machinery etc., if any, will be on the contractor's account.

27.3 Accidents, if any, to his vehicles, Plant and Machinery or to persons would be the responsibility of the contractor and the Railway will not be responsible for the damage or compensation thereof.

28.0 USE OF CONTRACTORS VEHICLES, PLANT & MACHINERY ETC., FOR ACCIDENT RESTORATION WORKS:

28.1 The vehicle and equipment of contractors are liable to be drafted by Railway Administration in case of accidents / natural calamities involving human lives for speedy restoration work.

28.2 For payment purpose, this item will be operated as a Non-Schedule (NS) item, duly negotiating rates as per the conditions of contract.

28.3 Contractor/Tenderer shall furnish the details of vehicles /equipments available with them to keep a record of the same.

29.0 Payment(s) of Advances (Applicable for Advertised tender of value more than Rs. **25.00** crore).: As per para 46(4) of IRGCC part-II: are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

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

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

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

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

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

the contract.

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

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

29.3 For further conditions to be referred in para 46 (4) part-II of IRGCC.

30.0 SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES:

Settlement of Disputes in connection with the contract shall be governed in terms of Para 63 and 64 of IRSGCC (Part – II) 2022 as amended from time to time through correction slips / modifications issued to IRSGCC by Railway Board posted in the official website indianrailway.gov.in under Civil Engineering Directorate which shall be binding in the contractor.

31.0 SAFETY PRECAUTIONS AND MEASURES TO BE OBSERVED DURING EXECUTION OF ENGINEERING WORKS

31.1 The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers. Any breach of the safety conditions for precautions and measures as specified hereunder and/or elsewhere in the tender document by the contractor and/or his agents/representatives affecting the safety of movement of trains, engines, or other rolling stock of the Railway, shall constitute a breach of contract by the contractor leading to termination of contract for default on the part of the contractor including recovery of damages

31.2 The works required to be done under traffic block shall be carried out only in the presence of Railway officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic Block shall be carried out under the provision of banner flag and protection of engineering flagman

31.3 Safe practices at all times and non infringement to moving trains shall be ensured. Road vehicles, material trolleys, dollies etc., which may have tendency to roll off towards the running lines shall be Checked by providing chains, locking arrangements, blocks etc. Site in-charge of the contractor shall be primarily responsible

31.4 All equipments like cranes, lifting jack etc., shall be tested, duly calibrated and certified prior to use at construction site. They shall also have specific indications conforming that the operators handling them are trained in the safety precautions near track

31.5 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear etc., as approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing etc., protection with help of ropes, slings and temporary railings shall be provided.

31.6 All locations, where construction activity is in progress adjacent to existing railway lines, should be cordoned off with proper barricades. Barricades consisting of bamboo/signalling poles and supported horizontally by similar bamboo/signalling poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the centre line of track or as directed by the Engineer-in-charge. All the barricades are to be painted or struck on with red

luminous paint/strips at suitable intervals on the barricades. Barricade should be available at every stage of work as directed by the Engineer-in-charge and shall be maintained in perfect condition all the time.

31.7 Road vehicles employed by the contractor should have the certificate for its road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counselled, certified and are provided with photo Identity cards. Wherever the work requires the movement of road vehicle within a distance of 3.5 to 6m from the centre line of the nearest track, such work shall be done only in the presence of Railway's representative. The driver of the vehicle shall always face the track when reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.

31.8 The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for

the timely passage of an approaching train or a Railway engine, without any delay or detention. The contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard

31.9 All work sites shall be supervised by the contractor's representative and also a representative of the Railway Organisation. Whenever work of plying road vehicle within 6m zone is actually in progress, Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorised to carry out these duties. Authorisation will be issued to the individuals, by the representative of the Engineer-in-charge. Railway's supervisor will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, look-out men shall patrol the beat as identified by the representative of the construction organisation to ensure the safety of the running trains, especially from any infringement.

31.10 Working alongside the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer-in-charge. Where night working is permitted, lighting of the work site as required should be done.

31.11 The following activity of work shall be carried out under supervision of railway engineer or his nominated supervisor:

- a) Excavation of foundation/Ground level near to Railway track.
- b) Concrete casting and/or masonry very close to Railway track.
- c) Erection of temporary structures near to running lines.
- d) Casting of structures like girder/slab over railway track.
- e) Stage-Pre-stressing of girder when placed across Railway tracks properly supported.
- f) Launching of precast/pre-assembled girders across Railway track
- g) Any work of lifting, side shifting and slewing of girders over the Railway track.

- h) Dismantling of temporary structures, shutters, scaffolding, etc. Adjacent and above the Railway track.
- i) Any track work/P&C work on the running line or adjoining to the running line.
- j) Platform/structures/FOB/building works adjacent or over the running lines.

31.12 For carrying out above activities, the contractor's engineer shall furnish the construction programme in advance to railway Supervisor/Engineer. No such work should be taken up in absence of the supervising railway engineer.

31.13 For carrying out ROB/RUB works, the following additional precautions should be taken:

1. All the records of Quality Assurance/Quality Control, testing of the materials and satisfactory completion of an activity shall be maintained at site by the contractor's Engineer and Supervising Engineers. On the basis of these records, Railways' Engineer shall do stage-wise clearance of the work at following stages:

- i) Completion of foundation
- ii) Completion of substructure
- iii) Completion of superstructure

Without such stage clearance, the work in next stage of construction shall not be allowed by the Railway Supervisor, unless proper system of check and exercise is followed at the site.

2. Normally, the high beam PSC girders are designed with wider top flange and shorter bottom flange with very high beam which makes the girder unsuitable during lowering, slewing and launching time.

3. During launching of girders and subsequent adjustments for placement of bearings special attention and precautions are required at site to be followed rigorously without resorting to shortcut practices or leaving the work at site to untrained or inexperienced engineers. Normally, end diaphragms are not casted for the extreme both side girders. These shall to be casted min. 300 mm on both sides for all 'I' beam girders to provide temporary supports for ensuring stability.

Or,

For side adjustments and bearing placements below 'I' section girders, end brackets made of steel angles should be provided for all 'I' beams sequentially to avoid side tilting of individual girders. End brackets shall be removed only after placing girders on bearings and casting of diaphragms.

4. During lowering, the jacks shall be operated duly keeping wooden packing of various thicknesses fixing the amount of lowering to the barest minimum, so that even if the jack fails, the wooden packing will take load and further stability of girder is not endangered.

5. Temporary crib support staging shall be interlaced with clamps and angles. Adequate base width shall be maintained in proportionate to the height of stage, which is very essential for avoiding the along effect during launching of girders. During launching by RH girder method the movement of the PSC girders shall be controlled both from front and rear with winch mechanism having simultaneous operation, so that the speed of the launching is always under the control. Spare hydraulic jacks shall always be kept at side.

Lowering of girder shall always be carried out at one end only. Further, other end should be adequately secured by wire ropes, end brackets, etc. Thereafter, the alternate process shall be continued.

6. As far as possible launching of girders by temporary staging shall be avoided and launching by heavy capacity cranes, wherever feasible, shall be adopted.

7. Steel girder launcher if used for launching of PSC girders, should be pre-tested for the critical loading (likely to be encountered during actual launching) before deployment on the approaches regarding its strength as well as amount of permissible deflection using actual test PSC girder as a testing load. Connections at supports shall be inspected and certified. Prior to actual launching, it shall be adequately secured to the base support system on the pier cap

32.14 The contractor will be supplying with necessary plans, specification, details of Special Conditions etc. for execution of work as required by the Railway. However, Contractor shall make his own detailed plans, working arrangements, etc., to make smoother and faster construction and get the same approved by the Engineer-in-charge at his own cost. For this purpose, he can contact the Office of Divisional Railway Managers (Works) , South Western Railway, _____.

33.0 Assignment or subletting of Contract: As per para 7 PART-II of IRGCC:

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

33.2 Option for the contractor to take payment through a letter of credit (LC) arrangement:

- (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 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 Proforma 15) 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.
- o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

Note: For opening of LC, executive department shall make a request letter to concerned accounts department on a format enclosed as proforma-14.

SPECIAL CONDITIONS:

- 1.1 The materials shall be installed only after the inspection and certification by the Section Engineer in charge.
- 1.2 The tools for the work are to be arranged by the contractor himself.
- 1.3 Before and after the drawl of the cable the continuity test, and insulation test of cable to be conducted by the contractor in presence of Railway Representative.
- 1.4 All the materials to be supplied as per the specification.
- 1.5 The rate quoted by the contractor for the schedule shall be inclusive of all taxes.
- 1.6 The contractor shall arrange termination at a convenient point for easy access to give a connection as per the instruction of **SSE incharge**.
- 1.7 The surplus materials if any in good condition shall be returned under clear acknowledgement of **SSE incharge**, to the concerned stores depot, failing which recoveries shall be made as per extent rules.
- 1.8 The contractor shall take all precautions to protect his labours from train movements by posting look-out men. Contractor shall ensure that the train operations are not affected during the work.
- 1.9 Material shall be issued to contractor or his representative at specific depot of the stores on production of authorisation letter issued by this office & transportation of material will be responsibility of the Contractor.
- 1.10 The contractor is required to submit to this office name of Supervisor and Artisan staff and workmen employed by him for a work.
- 1.11 Tools and plants, Form for mixing concrete & trenching etc., shall be arranged by Contractor at his own cost.
- 1.12 Arranging electricity and water required for the performance of contract is responsibility of the Contractor.
- 1.13 All the materials are to be procured by the contractor as per Schedule and Specifications.
- 11.14. Railway will post an Supervisor in charge who may be SE of any grade at site for technical supervision of the work. This SE Incharge will be responsible for the safety of traffic. The work shall be executed by the Contractor in a Workman like manner to the satisfaction of the Supervisor incharge. The Contractor and his labour shall be guided by the instruction of the Supervisor incharge. In the event of any accident occurring at the work site and it is established during the departmental enquiry by the Railway or by the Statutory Enquiry of CRS that the accident occurred wholly or partly due to any act amounting to negligence on the part of the contractor or his labour is not adhering to the instructions of the Supervisor in-charge, the Contractor shall render himself liable for damages and also legal prosecution if loss of life is involved.
- 1.15 **Site order book / Inspection register:**
An inspection register shall be maintained at the site of the work by the Railway wherein instructions regarding the working etc., are received by the Engineer or his executive subordinates. It is expected of the contractor, his representatives at the site to note such instructions whenever called upon to do so and take action accordingly
- 1.16 The quantities shown in the tender schedule are approximate and shall be operated in full or part at the discretion of the engineer in charge.
- 1.17 The works are to be carried out under the traffic conditions. It is the responsibility of the contractor to see that there is no detention and interruption to the movement of the trains. No claim will be admissible towards loss of time, wastage of labour employed etc. that may be incurred by the contractor due to movement of train. The rate quoted shall cover all such contingencies.
- 1.18 The railway administration will not be responsible for the safety of contractor's labour engaged for this work.
- 1.19 The Railway shall not be liable for any loss or damage caused to the materials while in the custody of the contractor.
- 1.20 It should also be ensured that the labour employed by the contractor are medically fit with good eye sight so that they can safeguard themselves.

- 1.21 **Stores:**
 (i) Material to be supplied in the Stores of concerned Supervisor incharge of the work.
 (ii) Contractor is responsible for safety of material at site from the date of issue to the date of commissioning.
 (i) The Railway reserves the right to supply its own materials if the contractor fails to supply within a reasonable period and the contractor will execute the labour portion as directed by the Engineer. Thus if the material is used from Railway Stocks due to non Supply from contractor a deduction of 21.5% of the contracted amount for the corresponding item for quantity used for the work but defaulted by contractor as applicable at the time of execution will be made from contractor's bill. The Engineer's interpretation regarding quantities used is final.
- 1.22 Contractor shall arrange to obtain permission direct from the State Government or local Authorities concerned for using land, roads from Forest department, road authorities, Panchayat etc.,
- 1.23 **All the equipments supplied and installed are required to be warranted for a period of One Year from the date of successful commissioning of the system.**
- 1.24 **Payment Terms:**
a) Purely Supply Portion:- Payment of supply portion will be 85% on supply and acceptance by the consignee as per schedule. Balance 15% will be paid after commissioning of the supply portion or as decided by Railways.
B)Supply including installation/Labour Portion:-The tenderer shall be entitled to be paid from time to time by way of "ON ACCOUNT PAYMENT" as per General Conditions of the contract which will be completed certified portion of the work. The items involving supply and installation, 80% will be paid on supply and 20% will be paid on installation.
C) GST: GST as applicable during the period of contract will be deducted from the on - account bill of the tender.
- Note :** In lieu of cheque, payment will be made through EFT/NEFT. In areas where EFT/NEFT scheme is not in operation by the banks, the Contract signing / executing authorities should furnish the current account number, name of the bank and the bank specific code number of the suppliers which shall be incorporated invariably in the cheques issued in their favour and which shall be account payee only. It is also mandatory to furnish the bank account number, name of the bank and the bank specific code number at the time of submitting the tender by the contract signing / executing authorities so that after finalization of the contract, it becomes a part of the contract document.
- 1.25. **Inspection Clause :**It is furnished in the Tender schedule description. The inspection charges levied by RDSO/ RITES will be on Railway's account.
- 1.26. Conservancy charges are to be borne by the contractor.
- 1.27 **Refund of Performance Guarantee and Security Deposit Clause:-**
 (i) ***Performance Guarantee of the work will be released to Contractor after Completion of work.***
 (ii) ***Security deposit of the work will be released after **One year** from date of Successful Completion of work.***
- 1.28 **Indemnity Bond:**
 The successful Contractor shall submit Indemnity Bond as per the Performa in the Document after issue of LOA.

Signature of the tenderer/contractor:-
Date:-

Address:-

Price Variation Clause (PVC):

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

- 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).

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

46A.3 Validity:

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

- (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.

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

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

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

(I). For Civil Engineering Works

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

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

1A All Item(s) excluding 1B or/and 1C

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E

3B Item(s) for supply of Steel

3C Item(s) for supply of Cement or/and Grout

3D Item(s) for Fabrication & Erection of Structures including supply of Steel

3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E

4B Item(s) for supply of Steel

4C Item(s) for supply of Cement or/and Grout

4D Item(s) for Fabrication & Erection of Structures including supply of Steel

4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

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

5B Item(s) for supply of Steel

- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.
- 6 Bridges & Protection work
- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel
- 7 Permanent Way linking
- 8 Platform, Passenger Amenities
- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel
- 9 Any Other Works not covered in Classification 1 to 8
- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel
- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel
- 46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:
- (i)
$$L = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (LQ - LB) \times LC}{LB \times 100}$$
- (ii)
$$M = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (MQ - MB) \times MC}{MB \times 100}$$
- (iii)
$$F = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (FQ - FB) \times FC}{FB \times 100}$$
- (iv)
$$E = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (EQ - EB) \times EC}{EB \times 100}$$
- (v)
$$PM = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (PMQ - PMB) \times PMC}{PMB \times 100}$$
- (vi)
$$S = \frac{(W \text{ or } WS \text{ or } WSF) \times (SQ - SB) \times SC}{SB \times 100}$$
- (vii)
$$C = \frac{(W \text{ or } WC) \times (CQ - CB) \times CC}{CB \times 100}$$
- (II) For Railway Electrification Works:
- (viii)
$$T = [0.4136 \times (CQ - CB) / CB] \times 85$$
- (ix)
$$R = [0.94 \times (RT - RO) / RO + 0.06 \times (ZT - ZO) / ZO] \times 85$$
- (x)
$$N = [(PT - PO) / PO] \times 85$$
- (xi)
$$I = [(IT - IO) / IO] \times 85$$
- (xii)
$$G = [(MQ - MB) / MB] \times 85$$

$$(xiii) \quad Er = [(LQ - LB) / LB] \times 85$$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
LC	% of Labour Component in the item(s)
MC	% of Material Component in the item(s)
FC	% of Fuel Component in the item(s)
EC	% of Explosive Component in the item(s)
PMC	% of Plant, Machinery and Spares Component in the item(s)
SC	% of Steel Supply item Component in the item(s)
CC	% 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 WS or/and WC or/and WSF or/and WF or/and WSFL or/and WFL and cost of materials supplied by Railway either free or at fixed rate,
WS	Gross value of work done by Contractor for item(s) of supply of steel.
WC	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
WSF	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
WF	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
WSFL	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
WFL	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.

LB	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
LQ	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
MB	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
MQ	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
FB	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
FQ	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
EB	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.
EQ	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.
PMB	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.
PMQ	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.
SB	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.
SQ	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.
CB	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
CQ	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
RT	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
RO	IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.
PT	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.

PO	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
ZT	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
ZO	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
IT	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
IO	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

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

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

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

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

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

- (i)
$$VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POFC} \times (\text{OFCi} - \text{OFCo}) / \text{OFCo} + \text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30Ci} - \text{P30Co}) / \text{P30Co} + \text{S24C} \times (\text{P24Ci} - \text{P24Co}) / \text{P24Co} + \text{S19C} \times (\text{P19Ci} - \text{P19Co}) / \text{P19Co} + \text{S12C} \times (\text{P12Ci} - \text{P12Co}) / \text{P12Co} + \text{S9C} \times (\text{P9Ci} - \text{P9Co}) / \text{P9Co} + \text{S6C} \times (\text{P6Ci} - \text{P6Co}) / \text{P6Co} + \text{S4C} \times (\text{P4Ci} - \text{P4Co}) / \text{P4Co} + \text{S2C} \times (\text{P2Ci} - \text{P2Co}) / \text{P2Co} + \text{S12C2.5} \times (\text{P12C2.5i} - \text{P12C2.5o}) / \text{P12C2.5o} + \text{S2C2.5} \times (\text{P2C2.5i} - \text{P2C2.5o}) / \text{P2C2.5o} + \text{S2C25} \times (\text{P2C25i} - \text{P2C25o}) / \text{P2C25o} + \text{QC} \times (\text{PQCi} - \text{PQCo}) / \text{PQCo};$$
- (ii)
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$$
- (iii)
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo};$$
- (iv)
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEXi} - \text{ELEXo}) / \text{ELEXo} + \text{POFC} \times (\text{OFCi} - \text{OFCo}) / \text{OFCo} + \text{PLB} \times (\text{LBi} - \text{LBo}) / \text{LBo} + \text{POTH} \times (\text{OTHi} - \text{OTHo}) / \text{OTHo} + \text{S30C} \times (\text{P30Ci} - \text{P30Co}) / \text{P30Co} + \text{S24C} \times (\text{P24Ci} - \text{P24Co}) / \text{P24Co} + \text{S19C} \times (\text{P19Ci} - \text{P19Co}) / \text{P19Co} + \text{S12C} \times (\text{P12Ci} - \text{P12Co}) / \text{P12Co} + \text{S9C} \times (\text{P9Ci} - \text{P9Co}) / \text{P9Co} + \text{S6C} \times (\text{P6Ci} - \text{P6Co}) / \text{P6Co} + \text{S4C} \times (\text{P4Ci} - \text{P4Co}) / \text{P4Co} + \text{S2C} \times (\text{P2Ci} - \text{P2Co}) / \text{P2Co} + \text{S12C2.5} \times (\text{P12C2.5i} - \text{P12C2.5o}) / \text{P12C2.5o} + \text{S2C2.5} \times (\text{P2C2.5i} - \text{P2C2.5o}) / \text{P2C2.5o} + \text{S2C25} \times (\text{P2C25i} - \text{P2C25o}) / \text{P2C25o} + \text{QC} \times (\text{PQCi} - \text{PQCo}) / \text{PQCo};$$

$PQCo) / PQCo + PCEQP \times (CEQPi - CEQPo) / CEQPo$];

- (v) $VINVCOM = 0.85 SIGWK \times [PELEX \times (ELEXi - ELEXo) / ELEXo + PCEQP \times (CEQPi - CEQPo) / CEQPo + POTH \times (OTHi - OTHo) / OTHo]$; and
- (vi) $VINTGTESTCOM = 0.85 INTGTESTCOM \times [PLB \times (LBi - LBo) / LBo + POTH \times (OTHi - OTHo) / OTHo]$.

Where

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P24Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P19Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P12Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P9Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P6Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P4Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P2Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2Co = Price per Km of cable as per purchase order/ Contract agreement.

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

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

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

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

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

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

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

P2C25i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25o = Price per Km of cable as per purchase order/ Contract agreement.

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

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

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

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

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

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

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

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

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

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

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

Works Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—
Optical Fibre Cable (POFC)	***%	—	—	***%	—	—
30C x 1.5 sq mm signalling cable(S30C)	***%	—	—	***%	—	—
24C x 1.5 sq mm signalling cable (S24C)	***%	—	—	***%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	***%	—	—	***%	—	—

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

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

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

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

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

For Aluminium Power Cables:

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

Where,

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

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

CuF = Variation factor for Copper

Cu_o = Price of copper Rod in Rs. Per MT

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

CCo = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminium

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

CCFAI = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

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

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

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

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

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

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

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

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

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

$$P30Ci = P30Co + 0.391(Cu - Cuo) + 0.557(CC - CCo) + 0.425(Fe - Feo)$$

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

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

$$P24Ci = P24Co + 0.313(Cu - Cuo) + 0.481(CC - CCo) + 0.398(Fe - Feo)$$

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

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

$$P19Ci = P19Co + 0.248(Cu - Cuo) + 0.395(CC - CCo) + 0.343(Fe - Feo)$$

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

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

$$P12Ci = P12Co + 0.157(Cu - Cuo) + 0.277(CC - CCu) + 0.289(Fe - Feo)$$

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

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

$$P9Ci = P9Co + 0.117(Cu - Cuo) + 0.241(CC - CCu) + 0.383(Fe - Feo)$$

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

(vi) Size 6Cx 1.5 sq.mm

$$P6Ci = P6Co + 0.078(Cu - Cu_o) + 0.199(CC - CCu) + 0.329(Fe - Fe_o)$$

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

(vii) Size 4Cx1.5 sq.mm

$$P4Ci = P4Co + 0.052(Cu - Cu_o) + 0.152(CC - CCo) + 0.277(Fe - Fe_o)$$

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

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

$$P2Ci = P2Co + 0.073(Cu - Cu_o) + 0.156(CC - CCo) + 0.3(Fe - Fe_o)$$

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

(ix) Size 12C x 2.5 sq.mm

$$P12C2.5i = P12C2.5o + 0.282 (Cu - Cu_o) + 0.371 (CC - CCo) + 0.342 (Fe - Fe_o)$$

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

(x) Size 2C x 2.5 sq.mm

$$P2C2.5i = P2C2.5o + 0.047 (Cu - Cu_o) + 0.139 (CC - CCo) + 0.277 (Fe - Fe_o)$$

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

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

$$P2C25i = P2C25o + 0.146 (Al - Alo) + 0.303 (CC - CCo) + 0.306 (Fe - Fe_o)$$

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

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

$$PQCi = PQCo + 0.135 (Al - Alo) + 0.139 (Cu - Cu_o) + 0.515 (CC - CCo) + 0.693 (Fe - Fe_o)$$

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

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

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

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

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

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western

2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central&South Western

46A.10 Price Variation during Extended Period of Contract

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

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

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

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

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

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

Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

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

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

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

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

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

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

51.(1)Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill

including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

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

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

52. Make in India policy:

1. **Public Procurement - Preference to Make in India policy:**

Provisions of Public Procurement (Preference to Make in India) Order 2017, **herein after called 'order'** as notified by Department of Industrial Policy and Promotion of Government of India under Ministry of Commerce and Industry, shall be applicable in this tender. Bidders seeking benefits, under **this** purchase preference policy linked with Local content shall have to comply with all the provisions specified herein under and shall have to submit all undertakings/documents applicable for this policy”.

1.1 Scope and applicability: Public procurement **under Preference to Make in India policy has been implemented in Zonal** Railways/Production Units of Indian Railway in pursuance to the policy of the Government of India to promote manufacturing and production of goods and services in India with a view to enhancing income and employment as procurement by the Government is substantial in amount and can contribute towards this policy objective.

(i). The Central Government may, by notification, provide for mandatory procurement of any goods or services from any category of bidders, or provide for preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

(ii). This policy is applicable to all Ministries/departments/CPSUs etc. and the scope covers all contracts involving supply **of either goods or services and procurement of works.**

(iii). The local content can be increased through partnerships, cooperation with local companies, establishing production units in India or joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

1.2 Definitions: 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry be the total value of the item procured (Excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

(i). 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this order or by the competent Ministries/Departments in pursuance of this order.

(ii). 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or the procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(iii). 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

(iv). 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services **and for subject tender the Nodal Ministry is 'Ministry of Railways'.**

(v). 'Procuring entity' means **department/subordinate offices of South Western Railway, Construction Organisation.**

2 Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by the Railway Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the matter specified hereunder:

- (a). In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 lakhs, the provisions of subparagraph (b) or (c) as the case may be shall apply.
- (b). In the procurements of goods which are not covered by Clause 1.3 (a) and which are divisible in nature; the following procedure shall be followed.
- (i). At the bidding stage the bidder shall provide Break-up of "Local Content" and "Imported Content" as defined in Clause 1.2 and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
 - (ii). Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - (iii). If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity to the local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
 - (iv). In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c). In procurements of goods not covered by Clause. 1.3(a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- (i). At the bidding stage the bidder shall provide Break-up of "Local Content" and "Imported Content" as defined in Clause 1.2 and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
 - (ii). Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - (iii). If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - (iv). In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference

shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

3 Exemption of small purchases: Notwithstanding anything contained in Clause 1.3 above, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order.

4 Minimum local content: The minimum local content shall ordinarily be 50%. The Railway Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

Minimum local content: shall be governed as per Railway Board letter no. 2020/RS(G)/779/2 dt. 12/06/2020 or latest policy as issued by Railway Board from time to time

5 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

6 Government E-marketplace: In respect of procurement through the Government E-Marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

7 Verification of local content:

- (a).In case of procurement for values is less than Rs.10 crores, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification in **Proforma-16** attached with Tender Document that the item offered meets the minimum local content and shall give details of the locations at which the local value addition is made.
- (b).In case of procurement for a values in excess of Rs.10 crores, the local supplier shall be required to provide a certificate in **Proforma-17** attached with Tender Document from the statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c).Decisions on complaints relating to implementation of this Order shall be taken by the Competent Authority (PHOD/CHOD) of procuring department and fee for filing a complaint shall be Rs 10000/- per case. The complaint shall be filed in the office of PHOD/CHOD of the procuring department concerned and the fee shall be deposited with the office of Associate Finance of the concerned PHOD/CHOD of the procuring department.
- (d).Railway may constitute committees with internal and external experts for independent verification of self-declarations and Auditor`s/Accountant`s certificates on random basis in the case of complaints.
- (e).False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which is bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (f). **Debarment of bidders:** A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for

procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below:

- (i). All procuring entities will upload the name of the bidder/ supplier along with duration and reasons of debarment on their own website. Apart from this, it is promptly brought to the notice of the Member-Convenor of the Standing Committee in DIPP and Government e-Marketplace (GeM) & Central Public Procurement Portal (CPPP) for uploading such information on their portals. GeM/CPPP will create one separate page on their portal for displaying this information.
- (ii). In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

8 Specifications in Tenders:

- (i). Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- (ii). If Railway Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- (iii). For the purpose of sub-paragraph (ii) above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- (iv). **Assessment of supply base:** The Railway Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
- (v). **Increase in minimum local content:** The Railway Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
- (vi). Manufacture under license/ technology collaboration agreements with phased indigenization while notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- (vii). **Powers to grant exemption and to reduce minimum local content: Ministry of Railways or South Western Railway Organisation** may by written order,

- (a). Reduce the minimum local content below the prescribed level;
- (b). Reduce the margin of purchase preference below 20%;
- (c). Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

9. The tenderer shall comply with the provisions of **Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time, and DoT Notification dated 21.10.2024.**

The latest guidelines/orders issued by DPIIT/DoT on PPP-MII shall be applicable and binding on the tenderer.

दक्षिण पश्चिम रेलवे / SOUTH WESTERN RAILWAY

संकर्म ठेकेदारी के लिए करार/AGREEMENT FOR WORKS CONTRACTS

1. Contract Agreement No..... ofbetween the “President of India” acting through of South Western Railway Administration herein after called the “Railway” of the one part and hereinafter called the “Contractor” of the other part.

2. Whereas the Contractor has agreed with the Railway for the performance of the works “.....”set forth in the Bill(s) of Quantities hereto annexed and in conformity with the Specifications for Materials and Works 2011 of the South Western Railway, the conditions and special conditions, special specifications and drawings, manuals and guidelines hereto annexed, if any, and the General Conditions of Contract, all known as “Contract Documents”, and whereas the performance of the said work is an act in which the public are interested.

3. And whereas the contractor has deposited a sum of Rs...../- towards the Bid security and whereas the balance in the security deposit after adjustment of bid security of Rs...../- originally paid by the contractor is at the instance of the contractor recovered at 10 per cent of the value of the running bill till all the amount of security deposit of Rs...../- is fully recovered.

4. Now this indenture witness that in consideration of the payments to be made by the railway, the contractor will duly perform the said works in the said schedules set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the railway and will complete the same in accordance with the contract documents on or before the And will maintain the said works for a period of calendar months from the period of completion.

5. 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 had been fully set forth herein), and the railway doth 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 set forth in the SWR USSOR 2021 & CPWD DSR-2018 as corrected by and upto correction slip no.....of..... For Sr.DSTE/DDSTE/ADSTE.....of.....division at par/enhanced/diminished byper cent in respect of schedule ‘a’ (items covered by the SWR USSOR 2021 & CPWD DSR-2018) and at the rates shown in schedule(s)(items not covered by the SWR USSOR 2021 & CPWD DSR-2018) and at the lump sum rates for items given in schedule(s).....

6. It is hereby agreed and declared that all the provisions of the said contract documents, which have been carefully read and understood by the contractor, shall be as binding upon the contractor and upon the railway as if the same had been repeated herein and shall be read as part of these presents.

7. रेलवेप्रशासनद्वाराइसकरारकेस्टांपशुल्ककावहनकियाजाएगा.

The cost of stamp duty on this agreement shall be borne by the railway administration.

Contractor _____

Designation _____

S.W. Railway Address _____
(For President of India)

Date _____

Witnesses (to signature of contractor) :

Signature of witnesses with address

PROFORMA – 2

No.

Office of the.....

Date:.....

EXPERIENCE CERTIFICATETo whomsoever it may concern

(Issued for the purpose of quoting in SWR Construction tenders)

M/s/Sri (name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under: -

1.	Name of work:										
2.	Acceptance letter No. & Date:										
3.	Agreement No. & Date:										
4.	Value of work awarded (value of Agreement):										
5.	Date of commencement of work:										
6.	Whether work physically completed:										
7.	Date of completion:										
8.	Value of work completed as per last CC bill/final bill										
9.	Status of final bill										
10.	Details of values of major components/ works executed in the completed work.	<table><tr><th>Item</th><th>Qty</th><th>Value</th></tr><tr><td>i) value of earthwork including blanketing</td><td></td><td></td></tr><tr><td>ii) Value of Bridge works</td><td></td><td></td></tr></table>	Item	Qty	Value	i) value of earthwork including blanketing			ii) Value of Bridge works		
Item	Qty	Value									
i) value of earthwork including blanketing											
ii) Value of Bridge works											

Deputy Chief Engineer/.....

.....department, Govt. of

.....Division/Circle,.....(City)

(PIN

Note: - The certificate issued by a Junior Administrative Grade officer or above of the department in Govt. of India or Executive Engineer or above in State Govt. or equivalent official in other sections of the Governments only will be accepted.

PROFORMA – 3**STATEMENT OF COMPLETED WORKS IN THE LAST THREE FINANCIAL YEARS**

SL. No	Name of the Organisation	Name of work	Date of letter of acceptance	Place of work	Agt. Value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed
1	SOUTH WESTERN RAILWAY							
i)	Open line in the 3 Divns. Of SW.Rly							
ii)	CN Organisation under CAO/CN/BNC							
iii)	Railway Electrification Projects							
iv)	Others							
2.	Other Railways							
3	Other Public Sector undertakings							

The information's furnished above are correct and complete, to the best of our / my knowledge and belief.

We are / I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage, as per Clause 20 of the Regulation for Tenders and contracts.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered in to, is also liable to be terminated by the Railway.

Signature of the tenderer :

Name :

Dated :

STATEMENT OF WORKS ON HAND

SL. No	Name of the organisation	Name of work	Date of letter of acceptance	Place of work	Agt. Value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed
1	SOUTH WESTERN RAILWAY							
i)	Open line in the 3 Divns. Of SW Rly							
ii)	CN Organisation under CAO/CN/BNC							
iii)	Others							
2.	Other Railways							
3	Other Public Sector undertakings							

The information's furnished above are correct and complete, to the best of our/my knowledge and belief.

We are / I am aware that if the information's furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered in to, is also liable to be terminated by the Railway.

Signature of the tenderer :

Name :

Date :

LIST OF EARTHWORK MACHINERY, TOOLS, PLANT AND STAFF TO BE DEPLOYED ON THIS WORK:

a. PLANT & MACHINERY

i). Earthwork machinery

	Name of machine and description	Number that the tenderer will deploy on this work
(1)	Own _____ _____ _____	_____ _____ _____
(2)	Arranging from others _____ _____ _____ _____	_____ _____ _____ _____

ii) Plants & Equipments for concreting including testing equipments for concreting and soils.

	Name of machine and description	Number that the tenderer will deploy on this work
(1)	Own _____ _____ _____	_____ _____ _____
(2)	Arranging From others _____ _____ _____ _____	_____ _____ _____ _____

b) LIST OF PERSONNEL, ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK:

i) Available with the organisation:

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

ii) Proposed to be engaged from outside

Name	Designation	Qualification & Experience
_____	_____	_____
_____	_____	_____

If the above documents are not submitted by the tenderer or insufficient details/documents are submitted, the tender is liable to be rejected.

Signature of the tenderer
Name :
Dated:

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

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

Date

Place.....

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

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal
 [P/Attorney]No.

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

CHECK LIST FOR SUBMISSION OF PBG

Sl. No.	Description
1.	Document (PBG/BG) should be as per format
2.	Sufficient Stamp duty to be paid as per stamp duty Act of the state where BG executed
3.	Date of purchase of stamp paper is timely executed i.e., on or after date of purchase of stamp paper.
4.	BG No. amount, Date of issue, validity period mentioned or not
5.	LOA No. has mentioned or not
6.	Detail of work with Railways mentioned or not
7.	BG number mentioned on all pages or not
8.	Document paginated or not
9.	Signatories signed with PA/SS Nos. and designation seal affixed or not
10.	Bank round seal affixed or not
11.	Signatures of two executants with PA/SS Nos. in BGs wherever applicable as per Banks procedure and designation seal affixed or not
12.	Uniform dates like BG date, validity date etc., is incorporated or not
13.	Amount in figures is tallying with amount in words or not
14.	Corrections by pen, if any, is attested by the executants with seal or not.

GENERAL INFORMATION: NEFT DETAILS

1. Name of the Tenderer : _____
2. Address : _____

3. Contact Person : _____
4. Contact No. : _____
5. PAN of Tenderer : _____
6. GST No. : _____
7. Name of Bank : _____
8. Name of Branch : _____
9. Address of Branch : _____

10. IFSC of the Branch : _____

FORM FOR REPORTING OF EMPLOYMENT

(Proforma to be filled in and signed by the Tenderer and submitted along with the tender)
(strike out whichever is not applicable)

1. The undersigned -
 - (a) is a retired Gazetted officer holding prior to retirement a pensionable / non-pensionable post in the Engineering Department of theRailway.
 - (b) is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid.
 - (c) is an incorporated company having any such retired Engineer or retired Gazetted officer as aforesaid, as one of its directors.
 - (d) is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
 - (e) has no such retired Engineer or retired Gazetted officer so associated with me as stated above.

2. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder:
 - (i) Post held before retirement
 - (ii) Date of retirement
 - (iii)

If not retired at least one year prior to date of submission of tender state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorized in this behalf.

3. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder:
 - (i) Name:
 - (ii) Designation:
 - (iii) Relationship:

Signature of Tenderer(s)
Name.....
Address.....

Signature: Signature
Shri _____ Shri _____

Witnesses:
1) Name Address:
2) Name Address:

MEMORANDUM OF UNDERSTANDING FOR JOINT VENTURE AGREEMENT

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.200/- or appropriate value as per Stamp Duty Act.

*The stamp paper has to be in the name of the tenderer) ***

- 1) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co.) _____ a company registered under the companies Act 1956 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

- 2) M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

- 3) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

- 4) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

AND

- 5) This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co) _____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas Chief Administrative Officer, Construction, South Western railway hereinafter referred to as Owner / Customer has invited Tender Nos. _____ hereinafter referred to as the South Western Railway Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a joint Venture firm to participate in the South Western Railway Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1) The Purpose of MOU.

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the South Western Railway Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of

each party is set forth below.

- 2) The name of the Jt. Venture firm shall be _____
- 3) The parties, hereto, represented that:
 - a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
 - b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the SOUTH WESTERN RAILWAY Tender.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.....%

M/s.....%

M/s.....%

M/s.....%

M/s.....%

Lead Member:

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less that 20% each in case of JV firms with up to three members and no less than 10% each in case of JV firms with more than three members. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to their shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:
 - a) That after submission of the tender, the MOU shall not be modified/altered/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.
 - b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the South Western Railway Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the South Western Railway Tender or any other mutually agreed terms with the Owner / Customer. The Parties here to shall, if awarded the

contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Customer in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri _____ shall be authorized partner/person to digitally sign and upload the tender on IREPS Works Module Portal on behalf of the Joint Venture and to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of South Western Railway tender/contract. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.
7. Notwithstanding anything contained herein, in respect of the South Western Railway Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
9. The Parties agree that with respect to the South Western Railway Tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the South Western Railway Tender.

a. Responsibility

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

b. Assignability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.

c. Use of Machinery, Instruments, Labour Force etc.

The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

9. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

10. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

11. Settlement of Disputes:

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:

M/s.....
M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e. M/s..... Shri at the address stated herein below.

M/s.....
.....

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Party shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature	Signature	Signature
Shri _____ of	Shri _____ of	Shri _____ of
M/s. _____	M/s. _____	M/s. _____

Signature:	Signature
Shri _____	Shri _____

Witnesses:

1) Name	Address:
2) Name	Address:

This certificate is to be given by each member of JV or partner of Partnership firm/LLP/etc

E. New Annexure-V(A), Part I of GCC shall be read as under

ANNEXURE-V(A)
Reference-para 6.1 of ITT

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

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

1.I/we certify that(constituent firm/constituent partner) is/are not blacklisted or debarred by Railway 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 partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am /We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the comptent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

SOUTH WESTERN RAILWAY
FORM FOR SUBMISION OF REQUEST FOR AVAILING MOBILISATION ADVANCE

TO
 THE PRESIDENT OF INDIA,
 Acting through the Chief Administrative Officer/Construction
 Chief Engineer/ Dy. Chief Engineer/Construction/-----
 South Western Railway.

Sir,

Subject: Name of the work: -----

Ref: Tender Notice no: -----; Item no: -----

I/We ----- (Name of Individual/ Firm/Company/JV) represented by its authorised signatory Sri / Smt.hereby submit that, in the event of I / We becoming a successful tenderer in the subject tender and followed by Railway placing on us the order for work execution, I / We intend to register our request for availing the grant of Mobilisation Advance as per the terms and conditions applicable for this purpose as detailed in tender conditions.

I/We have read and understood the conditions of tender/contract pertaining to Mobilisation Advance and do here by agree that I / We abide by all terms and conditions of tender / contract governing Mobilisation Advance. Further, I / We hereby agree that subsequent modifications, if any, in respect of grant of Mobilisation Advance issued from time to time by Railway during the currency of the contract is binding on us.

Yours

Sincerely

(Signature of the Tenderer)

Name:
 Place
 Date:
 Address:

AGREEMENT FOR ZONE CONTRACT

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

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

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

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

Contractor _____

Designation _____ S.W. Railway

Address _____

(For President of India)

Date _____

Witnesses (to signature of contractor) :

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT
NO. _____, DATED _____.

Name Of Work _____ (SITE) _____

Schedule Of Drawings

Authority _____ *Allocation* _____

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

<i>SL</i>	<i>Item No.</i>	<i>Description Of Item Of Work</i>	<i>Approximate Quantity</i>	<i>Unit</i>	<i>Rates In Figures And Words (Rs.)</i>	<i>Amount (Rs.)</i>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
Total Approximate Value Of Work = Rs. _____						

* This should be rate of Division concerned.

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

Divisional Railway Manager/Divisional _____ Engineer
_____ Division
South Western Railway

Date _____
President of India

for

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

Office of _____

_____ Railway

No. _____

Dated _____

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

Sub: Opening of LC

Ref: Supply Order/Contract Agreement No.

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

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
 - a) Bank Name
 - b) Address
 - c) Account No.
 - d) IFSC code
- (xi) Validity/Period for which LC is to be opened.

It is certified that the supplier/contractor has exercised the option of payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of _____.

(Signature)

Name: _____

Designation: _____

(Official Seal)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION**Reference: (i) Works Contract/Supply Contract No. _____ Dated _____****(i) Inland Letter of Credit No. _____ Dated _____**

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

The beneficiary of the aforementioned Letter of Credit M/s _____ (NAME AND VENDOR CODE) _____ (Vendor Code _____ as per IREPS _____) is entitled to receive payment, aggregating INR _____ \$\$\$ _____ (FROM ABSTRACT OF BILL PASSED) _____ out of a total LC amount of INR _____ \$\$\$ _____ (FROM MASTER TABLE OF LC OPENED) _____ against the first/second* commercial Invoice No. (FROM IPAS) _____ dated _____ FROM IPAS _____ for INR (FROM IPAS) _____ raised against the above contract from State Bank of India _____ (branch FROM LC MASTER TABLE) _____, on the strength of this Certificate.

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

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

THIS PAYMENT: _____ \$\$\$ _____
LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorised Railway authority)

Name

Designation

Official Seal

*As applicable-TO BE PROGRAMMED

Proforma for self-Certificate in regard to meeting the Minimum Local Content requirements

(For Procurement Order Value less than of Rs.10 Crores) (As per Department for Promotion of Industry and Trade, Ministry of Commerce and Industry's letter No. P45021/2/2017-PP (BEII)- Part(4)Vol.II dated 19.07.2024)

"I / We (Name of the bidder) represented by
....., authorized person on behalf of tenderer hereby certify
that, the percentage of Local Content against Tender No Date
..... is at..... % and the following are the details of locations at which
the local value addition is made for quoting offer by us".

Details of locations at which the local value addition is made:-

1.

2.

Place:-

Date:-

Signature of the tenderer with seal.

Proforma of Certificate on percentage of Local Content
(For Procurement Order Value more than Rs.10 Crores)
(As per Department for Promotion of Industry and Trade, Ministry of Commerce and Industry's

letter No. P45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024)

(To be furnished by Statutory Auditor or Cost Auditor of the Company (in the case of companies) or Practicing

Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies))

"I/ We the Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered

Accountant of M/s (Name of the bidder) hereby certify that the percentage of

Local Content of M/s (Name of bidder) for the work

..... (To be

filled as notified in Tender document) against Tender No Date By M/s

..... (Name of the bidder), is at % and the following are the details of locations

at which the local value addition is made for quoting offer.

Details of locations at which the local value addition is made:-

1.

2.

Place:-

Date:-

Signature and seal of the tenderer

Signature of the Statutory /
 Cost Auditor of the company
 Or
 Practicing Chartered Accountant /
 Cost Accountant.

PROFORMA FOR INDEMNITY BOND

Indemnity Bond for safe custody of Railway material to be supplied to M/s.

_____ under Tender No. _____, We,
M/s. _____ [hereinafter called the Contractor] do hereby undertake
that we shall hold in our custody for and on behalf of the President of India acting in the premises
through the Sr.DSTE/UBL or his successor, South Western Railway [herein after referred to "the
purchaser"] or for him all Railway materials which have been handed over to us against the
contract for Tender No. _____ dated _____ for the work of
_____ by the Railway for the
purpose of execution of the said contract until such time the materials are duly installed and/or
erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all
risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed
otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in
respect of the said materials. Any Officer authorized by the Sr. DSTE/UBL, South Western
Railway, UBL Division, UBL shall at all-time open the said materials to Inspection.

Should any loss, damage or deterioration of materials occur or surplus materials disposed of and a
refund becomes due, the Railway shall be entitled to recover from us the full cost and
compensation determined in terms of the contract for such loss or damage, if any, along with the
amount to be refunded without prejudice to any other remedies available to him by deduction from
any sum due or any sum which at any time thereafter becomes due to us under the said or any
other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the
assessment of the compensation there for would be made by the President of India acting through
the Sr. DSTE/ UBL, South Western Railway, UBL Division, UBL or his authorized nominee shall be
final and bind upon us. Signed at _____ on this _____ day of

Signature of Witness: _____

For & on behalf of _____

M/s. _____

Name of Witness in

ADDRESS

PROFORMA FOR PERFORMANCE BANK GUARANTEE** *[PLEASE GO THROUGH THE CHECK LIST]***

BANK GUARANTEE NO. _____

AMOUNT Rs. _____

VALIDITY from _____ Valid
upto _____ Last date for

lodgment of claim _____

PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE

1. In consideration of the President of India acting through the South Western Railway, (give full address of the Official/Department) (hereinafter referred to as the Government) having accepted vide letter No.....dated, the tender submitted by(give full address of the contractor) (hereinafter referred to as "the Contractor(s), and agreed to grant a Contract for(indicate the nature of contract works) (hereinafter called the Contract) and whereas one of the terms agreed by the said Contractor, is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, i.e., Rs...../- (Rupees.....only) (indicate PBG amount) valid upto (Indicate date – Currency period + 60 days), by way of security for the due observance of the terms and conditions, performance and fulfilment of the said contract, we....., (indicate the name and full address of the bank) (hereinafter referred to as the 'the Bank') at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no..... dated..... and Letter of Acceptance No..... dt..... Within the time of..... (Indicate date – Currency period + 60 days) reckoned from the date as per the letter of acceptance, and further guarantee that the works which shall be done by the Contractor under the said Contract, shall be actually performed in accordance with terms and conditions of the Contract to the full satisfaction of the Government.
2. We, the Bank, do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss and/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 Contract.
3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss and/or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor's(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
4. We, the Bank, do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) 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 there under and the Contractor(s) shall have no claim against us for making such payment.
5. We, the Bank, do 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 the Government certifies that the terms and conditions of the said

Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.

6. We, the Bank, do further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time – to – time any of the powers exercisable by the Government against the said Contractor(s) and 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) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We,.....(*indicate the name of the Bank*) lastly undertake not to revoke this

Guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....20...

For.....

Seal and Signature(s) of the authorized

Official(s) with designation

Note:-

1. Words appearing between asterisk "*" marks in the PG form are for guidance only and not to be typed in the final/fair document of Bank Guarantee.
2. The PBG/BG before submission to Railways to be ensured the following compliances:
3. 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 CODE SBIN000RAIL
IFSC TYPE BRANCH	IFSC TYPE BRANCH
BANK NAME STATE BANK OF INDIA	BANK NAME STATE BANK OF INDIA
BRANCH NAME RAIL	BRANCH NAME RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

CHECK LIST FOR SUBMISSION OF PBG

Sl. No.	Description
1.	Document (PBG/BG) should be as per format
2.	Sufficient Stamp duty to be paid as per stamp duty Act of the state where BG executed
3.	Date of purchase of stamp paper is timely executed i.e., on or after date of purchase of stamp paper
4.	BG No. amount, Date of issue, validity period mentioned or not
5.	LOA No. has mentioned or not
6.	Detail of work with Railways mentioned or not
7.	BG number mentioned on all pages or not
8.	Document paginated or not
9.	Signatories signed with PA/SS Nos. and designation seal affixed or not

Sl. No.	Description
10.	Bank round seal affixed or not
11.	Signatures of two executants with PA/SS Nos. in BGs wherever applicable as per Banks procedure and designation seal affixed or not
12.	Uniform dates like BG date, validity date etc., is incorporated or not
13.	Amount in figures is tallying with amount in words or not
14.	Corrections by pen, if any, is attested by the executants with seal or not
15	The Bank confirms that it is on the SFMS (Structured Financial Messaging System)

AFFIDAVIT/UNDERTAKING FOR PROCUREMENT FROM RDSO APPROVED SOURCE

*(To be executed in the presence of Notary Public on non-judicial stamp paper of Rs.100/- or appropriate value. The Stamp paper to be in the name of tenderer)***

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer(including its constituents), M/s(hereinafter called the tenderer which expression unless repugnant to context or meaning thereof includes its successors or permitted assigns) for the purpose of Work. procurement, Design, Installation, Testing and commissioning and

post execution services support for Electronic Interlocking System work as per the tender Notice No.....date of South Western Railway, do hereby solemnly affirm and state on

oath on behalf of the tenderer including its constituents as under:

1. I/We M/s.....Tenderer(s) am/are signing this document after carefully reading the contents.
2. I/We M/sTenderer(s) also accept all the conditions of the tender and have digitally signed all the pages in confirmation thereof.
3. I/We M/s.....do hereby agree and undertake that I/We shall procure the Electronic Interlocking System (Hardware and Software) from RDSO approved sources and installation, testing and commissioning of Electronic Interlocking shall also be got done from the same source including after sales support required during the warranty period.
4. I/We M/s. do hereby agree and undertake that after the receipt of Letter of acceptance and

before signing contract agreement and supply of Electronic Interlocking System including Hardware and Software is taken up, to submit the Memorandum of Understanding with RDSO approved source for Electronic Interlocking System covering supply of Equipment, Design, Installation and commissioning by the same RDSO approved source including after sales support required during the warranty period.

5. I/We M/s..... do hereby agree and understand that in the event of breach of any of the above

conditions undertaken by us, will lead to the termination of contract along with forfeiture of EMD/SD and Performance Guarantee without prejudice to right of Railway to take any other action as provided in the contract and in accordance with Law.

6. I/We M/s do hereby agree and undertake that I/We abide the above conditions and any

decision of Railway in this regard is final and binding on us.

DEPONENT
SEAL AND SIGNATURE

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of above affidavit from Para 1 to 6 are true and correct. Nothing has been concealed and no part of it is false. Identified by me

DEPONENT
SEAL AND SIGNATURE

Place: Date:

SWORN TO BEFORE ME (NOTARY)

*** The contents in the italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.*

MEMORANDUM OF UNDERSTANDING (MOU) FOR PROCUREMENT OF FROM RDSO APPROVED SOURCE^

*(To be executed in the presence of Notary Public on non-judicial stamp paper of Rs.100/- or appropriate value. The Stamp paper to be in the name of tenderer)***

MOU between M/s.....(Name of Tenderer) and M/s.....(Name of RDSO Approved Source) for the work (Name of the work)

vide Tender Notice No., Dated:.....

This MOU made and entered into thisth day of(Name of Month)/ (Year).

BETWEEN

M/s. (Name of Tenderer), hereinafter referred to as M/s. (Tenderer) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Parent/Holding Companies, Subsidiaries, Associate Companies, their successors, Successors-in-interest, administrators and permitted assigns of the ONE PART.

AND

M/s., (Name of RDSO Approved Source) a company registered in India under the Companies Act, 1956 and having its Registered Office at India hereinafter referred to as M/s. (RDSO Approved Source) which expression shall unless

excluded by or repugnant to the context or meaning thereof be deemed to include its successors, Successors-in- interest and assigns of the OTHER PART

Collectively hereinafter referred to as the PARTIES

WITNESSETH

Whereas South Western Railway (hereinafter referred to as PURCHASER) is desirous of doing the work of

..... (hereafter referred to as PROJECT) for which the PURCHASER has issued a Tender Notice No., Dated:..... opened on

.....th day of/.....

AND Whereas M/s(Tenderer) received Letter of Acceptance in the said PROJECT.

AND Whereas M/s.(Tenderer), have approached M/s.

.....(RDSO Approved Source) to be its Sub-Contractor for the scope of work as mentioned in the Annexure attached along with this MOU and is part of the MOU mentioned for the PROJECT.

AND whereas in the event of M/s (Tenderer), being successfully awarded

the PROJECT by the PURCHASER, then M/s (Tenderer), shall place the order on

M/s.(RDSO Approved Source) for the PROJECT, as its nominated specialist Subcontractor clearly defining the scope of work along with such mutually agreed terms and conditions as mentioned in M/s.(RDSO Approved Source) offer and based on the mutually agreed prices submitted by M/s.(RDSO Approved Source) to M/s.

... (Tenderer) NOW THEREFORE IN CONSIDERATION OF THE ABOVE PREMISES THE PARTIES DO AGREE TO ABIDE BY AS FOLLOWS:

PURPOSE & SCOPE:

In the event of of M/s., (Tenderer) being successfully awarded the PROJECT

by the PURCHASER, the role of M/s , (Tenderer) vis-à-vis the PURCHASER shall

be that of the Prime Contractor M/s. (RDSO Approved Source) role shall be

that of a Nominated Specialist Sub-contractor to M/s (Tenderer) for the items to be

supplied and services to be provided elaborated as per Annexure

The scope of Supply and Services by M/s.(*RDSO Approved Source*) and the terms of conditions governing the same shall be generally in line with those mentioned in M/s.

... (*RDSO Approved Source*) offer and quotation. However, the detailed list of

the scope of supply services and the terms & conditions may be suitably settled at a later date on mutual agreement of the PARTIES, however, prior to the order by PURCHASER ON M/s.

... (Tenderer)

M/s. (*Tenderer*) shall guarantee the performance of the PROJECT as

a whole and M /s (*RDSO Approved Source*) shall be responsible solely

for equipment warranty and performance guarantee of the equipment supplied by M /s.

... (*RDSO Approved Source*). However all such responsibility

of M /s. (*RDSO Approved Source*) shall not be to any party

other than M/s (*Tenderer*) On completion of the work, M/s.

... (*RDSO Approved Source*) shall certify that the quality is as per M/s.

... (*RDSO Approved Source*) Standard.

M/s. (*RDSO Approved Source*) shall Design, Supply, Supervision of Installation, Testing & Commissioning, Technical support for commissioning of EI, Certification of FAT and SAT, certification of pre-commissioning check list and warranty for Electronic Interlocking at Stations of division of South Western Railway.

M/s. (*RDSO Approved Source*) shall also ensure the supply of spares

for EI system for a minimum period of 8 years on payment and shall give clear notice of at least one year to the Railway before we stop the manufacturing of the EI system.

M/s. (*Tenderer*) shall be responsible for the project management, operation and annual maintenance of the project. M/s. (*RDSO Approved Source*) shall be only responsible for the scope as detailed in Annexure.

AUTHENTICITY:

This MOU is signed in duplicate both being authentic and comes into effect from the date of signing this MOU and may not be modified or amended except written amendment duly executed by the Parties. This requirement of written from can only be waived in writing.

For and on behalf of For and on behalf of

M/s M/s.....

Name : Name :

Title : Title :

Witnessed by: Witnessed by:

Name : Name :

Title : Title :

Name : Name :

Title: Title:

^(Additional Terms and Conditions/ details as appropriate are to be included in suitably by the tenderer and RDSO Approved Source)

** The contents in the italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

CERTIFICATE OF COMPETENCY

Certified that Sri Signaling / Telecom. Works supervisor of M/s.
..... has been examined regarding Safety Working in Railway areas in connection with
Work
under Contract Agreement No. (s) His knowledge has been found
satisfactory and he is capable of supervising the work safely.

Issued by:
(Railway Supervisor's Signature, Name and designation).

Countersigned by:
(Name & Signature of ADSTE/DSTE with stamp)