



West Central Railway
(S &T, PROJECT UNIT, JABALPUR)

Tender Document

(Based on IR-SGCC -2022)

for

the work of

Composite work of supply, Installation, Testing & Commissioning of Indoor and Outdoor Signaling Equipments, Power Supply Equipments, MSDAC, Track Circuit, Point Machines etc. along with construction of S&T service buildings, Provision of AT Supply for S&T Equipments and associated Electrical works in connection with the provision of Distributed Electronic Interlocking with one main cabin and one end cabin (OC) at KATNI JUNCTION Station of JABALPUR Division of WCR.

S &T, PROJECT UNIT, JABALPUR- WEST CENTRAL RAILWAY

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(Part – I)

Office of

Deputy Chief Signal & Telecom Engineer (Project)

Jabalpur

West Central Railway, Jabalpur

CHAPTER-1

S&T/PROJECT UNIT, JABALPUR-WEST CENTRAL RAILWAY

TOP SHEET-1

1.	Tender Notice No.	JBP-SnT-Proj-Tender-06
2.	Bidding System.	Two Packet System
3.	Name of Work:	Composite work of supply, Installation, Testing & Commissioning of Indoor and Outdoor Signaling Equipments, Power Supply Equipments, MSDAC, Track Circuit, Point Machines etc. along with construction of S&T service buildings, Provision of AT Supply for S&T Equipments and associated Electrical works in connection with the provision of Distributed Electronic Interlocking with one main cabin and one end cabin (OC) at KATNI JUNCTION Station of JABALPUR Division of WCR.
4.	Applicability of Eligibility Criteria	Any work of EI / PI / RRI / ABS/ IBH/ LC Gate interlocking work which include indoor and outdoor signaling work
5.	Engineer-in-Charge	Dy. Chief signal & telecom Engineer/Project/ Jabalpur
6.	Concerned Chief Engineer	Chief signal & telecom Engineer/Works/Jabalpur
7.	Applicability of Bid Capacity (Applicable in tender having advertised value more than Rs. 20 Crores)	YES
8.	Permissibility of Participation of Joint Venture Firms (Applicable in tender having advertised value more than Rs. 10 Crores)	YES
9.	Applicability of Price Variation Clause (Applicable in tenders having advertised value above Rs. 2 Crores)	Not Applicable
10.	Applicability of Advances to the Contractor. (May be Applicable in tender having advertised value more than Rs. 50 Crores.)	NA
11.	Completion Period	12 months
12.	Maintenance Period	12 months from date of commissioning
13.	Measurement of Work by Railway / Measurement of Works by Contractor	Measurement of Works by Railway
14.	Estimate No.	KTE A&B/PH-33(E-354006)
15.	Location of work site (District & State)	KATNI JUNCTION, Madhya Pradesh
16.	Address for physical submission of original B.G. towards Bid Security. (Refer Para- (3) of Chapter-2)	O/O Dy. CSTE/Project/JBP, 1st Floor, DRM office building, Jabalpur – 482001

TOP SHEET-2

CHECK LIST FOR SUBMISSION OF TENDERS

1	All Optional documents to be submitted before signing of Contract Agreement/or at the time of submission of Bid.
2	List of documents which are to be submitted by the tenderer along with their offer, failing which the tender shall be summarily rejected:
2.1	If Bid Security is submitted through mode of Bank Guarantee, then submission of scanned copy of the Bank Guarantee towards Bid Security of the bid on e-tendering portal (IREPS) and original of above Bank Guarantee shall be submitted in the office of as mention under item no.-16 of Top Sheet-1 (as per Para-4 of Instructions to Tenderers (ITT) in Chapter-2 & Annexure VI-A).
2.2	Technical Eligibility Criteria as per Para 10.1 & Para 17.15.1 of Chapter-2. Details of works completed/substantially completed during previous 07 years ending last day of month previous to the one in which tender has been invited as shall be submitted as per Annexure XXIII- A/B /C (as applicable), Chapter-6 of the Tender Document along with Work completion/experience certificate.
2.3	Financial Eligibility Criteria as per Para 10.2 & 17.15.2 of Chapter-2. For Annual contractual turnover, Certificate as per Annexure-VI B of Tender Document along with the copies of Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet shall be submitted.
2.4	Details of Bid Capacity & Existing commitment as per Para 10.3 & 17.15.3 of Chapter-2 shall be submitted as per Annexure-VI of Tender Document.
2.5	Certificate as per the proforma enclosed vide Annexure-V & V-A (as required) of the Tender Document. The bidder on behalf of tender including its constituents must confirms and certify the provisions of Annexure-V on IREPS. Uploading of physical signed Annexure- V on IREPS portal has been discontinued. Further, in case of other than Company/Proprietary firm, Annexure-V-A shall also be submitted by each member of a Partnership Firm / Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) / when the partnership firm is in JV etc. as the case may be. Non submission of certificate V and V-A (wherever applicable), or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to SUMMARILY REJECTION of the offer.
2.6	Power of attorney duly notarized and in favour of a single individual should be submitted. As per Para 14, 15, 17 & 18 of tender form (Second sheet) of SGCC
3	List of other important documents which are to be submitted by the tenderer along with their offer.
3.1	Certificate of familiarization to the work site as per Annexure - XXII of the Tender Document.
3.2	DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED IN WORK as per Annexure -XXIV
3.3	Declaration regarding association of Railway Officer(s) with tenderer(s) as per the format vide Annexure-XXVIII of the Tender Document.

Instructions to Tenderers (ITT)

1.0 Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017. (Added from GCC 2022)

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

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

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

1.2 Definition: In these Instructions to Tenderers, the following terms shall have the meanings

assigned hereunder except where the context otherwise requires:

- (a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (S&T) 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 (Works), 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 Organizations, 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.

TENDERS FOR WORKS

2.Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

3.Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4. Bid Security:

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

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded 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.*
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022. 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 in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure VI-A and shall be valid for a period of 90 days beyond the bid validity period.
 - (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document **before closing date for submission of bids (i.e. excluding the last date of submission of bids).**
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to **summary rejection of bid.**
 - iv. **The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.**
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the..... Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- 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.

5. Care in Submission of Tenders:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract 2022 for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST / IGST / UTGST / SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

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

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

5.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure – V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

CONSIDERATION OF TENDERS

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

6A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

6B. Pre-Bid Conference: In tenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.

6C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

6D. Permission to Bid for a bidder from a country which shares Land boundary with India:

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

6E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

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

7. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager (S&T) WCR , or The 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. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. 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.
8. **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need for appear in person if agreement is signed digitally).
- (a) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

WEST CENTRAL RAILWAY

TENDER FORM (First Sheet)

Tender No. _____

Name of Work: _____

To,

The President of India

Acting through the General Manager/S&T/WCR

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

Signature of Tenderer(s)

Date_____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (as per E-Tender Document)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Dy. Chief Signal & Telecom Engineer (Project), Jabalpur, West Central Railway or obtained from the office of the Chief Signal & Telecom Engineer (Works)/ West Central Railway on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of Dy. Chief Signal & Telecom Engineer (Project), Jabalpur, West Central Railway or obtained from the office of the Chief Signal & Telecom Engineer (Works)/ West Central Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Dy. Chief Signal & Telecom Engineer (Project), Jabalpur or Chief Signal & Telecom Engineer (Works) / West Central Railways at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of West Central Railway as applicable to S&T Department except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. *Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.* (SOR not applicable for this tender).
 - 3.1 In addition to check list given in E-Tender Document under ‘Compliance’ the tenderer should check once more on important items as under:
 - i) Whether the tender offer is accompanied by Power of Attorney and it is accepted by Power of Attorney holder.
 - ii) Whether the details submitted in required format duly signed by tenderer and Chartered Accountant as in Annexure VI & VI-B.
 - iii) Whether all other mandatory documents uploaded **without which tender offer is to be summarily rejected or is liable to be rejected.**

4. Tenders containing erasures and / or alterations of tender documents **are liable to be rejected**. Any correction made by tender(s) in his/their entries must be attested by him / them.
- 4.1 While submitting offers the tenderer(s) generally commit mistakes in submitting the mandatory documents like Certificates regarding contracting experience, Audited Balance Sheet duly **certified by the Chartered Accountant**, Certificate in respect to true and factuality of documents, information in connection with evaluation of bid capacity, Power of Attorney, submission of tenders by authorized signatory, JV related documents etc. As such, the tenderer(s) should go through the tender document very carefully before submitting his/their offer and accordingly upload all the mandatory documents and other relevant documents as per the formats annexed in the tender document.
5. The works are required to be completed within a period **as mentioned on the NIT Header of E-Tender document** from the date of issue of acceptance letter.
6. **Bid Security:**
 - (a) *Subject to exemptions provided under para 4(1) (a) of Chapter-2 (ITT) of this document*, the tender must be accompanied by a Bid Security as mentioned in tender documents, **failing which the tender shall be summarily rejected**.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of **60 days (in case of two packet system of tendering 90 days)**, from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Signal & Telecom Engineer (Works), West Central Railway, Jabalpur. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022;
 - (ii) The Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022.

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

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract 2022.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

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

or

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

or

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

(b) (1) **In case of composite works** (e.g. *works involving more than one distinct component*, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

or

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

or

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

Note for

b (1) **Separate completed works** of minimum required values shall also be considered for fulfillment of technical eligibility criteria **for different components**.

(b) (2) *In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.*

(b) (3) To evaluate the technical eligibility of tenderer, ***only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered.*** The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause-7 of the Standard General Conditions of Contract 2022 or through subcontractor fulfilling the requirements as per clause-7 of the Standard General Conditions of Contract 2022 or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause-7 of the Standard General Conditions of Contract 2022, with prior approval of Chief Engineer in writing.

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 crore and above in last 03 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporation/registered at least 05 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' **whichever is less**; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per **Annexure VI-B** along with copies of Audited Balance Sheets **duly certified by the Chartered Accountant**/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

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

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

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

Explanation for clause 10 including clause 10.1 to 10.4 - Eligibility Criteria:

- 1. **Substantially Completed Work** means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
- 4. **In case of completed work**, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially

completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the **overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered** and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, **if any one or more partners quit the partnership firm**, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any other partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other

partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.*

11. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet **duly certified by the Chartered Accountant** etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to **two years**.
- (c) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **two years**.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the **Dy. Chief Signal & Telecom Engineer (Project), Jabalpur ,West Central Railway** for carrying out the work according to Standard General Conditions of Contract , Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/coreceptor latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be submitted along with Tender:

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

All documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act 2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual

to sign the tender on behalf of the LLP and create liability against the LLP.

- (iv) **An undertaking by all partners of the LLP** that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract 2022.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(g) Registered Society & Registered Trust:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor/ a company or a partnership firm / registered society/ registered trust/ HUF/ LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

Note: A Power of Attorney executed and issued overseas, the document will also have to be

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

- **For JV participation, all the members** (i.e. Partnership Firm/ Proprietary Firm or HUF/ Company/LLP Firm/Society or Trust) **shall invariably** submit the required documents in accordance with Para 17 of SGCC (Tender form second sheet), otherwise offer will be summarily rejected.

16. Employment/Partnership etc. of Retired Railway Employees (Para-16 of SGCC 2022):

(a) Should a tenderer

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

OR

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

OR

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

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed

in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

JOINT VENTURE (JV) IN WORKS TENDERS

- 17. Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. **The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.**

17.5 Bid Security shall be submitted by JV or authorized person of JV either as:

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer **invalid**.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to

succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, ***a single Performance Guarantee shall be submitted by the JV as per tender conditions.*** All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). **A separate PAN shall be obtained for this entity.** The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU **shall authorize Lead member on behalf of the Joint Venture** to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

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

17.14 Documents to be enclosed by the JV along with the tender:

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

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter

into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract 2022

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

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

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

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

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

- (i) A copy of LLP Agreement.
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract 2022.

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed

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

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

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

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

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

(a) For Works without composite components

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

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

(b) For works with composite components

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

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

Note for Clause 17.15.1:

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

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. **The**

“financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

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

17.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

18 Participation of Partnership Firms in works tenders:

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

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

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

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

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract 2022.

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

- 18.6** The tender form shall be submitted only in the name of partnership firm. **The Bid Security shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.**
- 18.7** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.**
- (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - (b) Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified /altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract 2022.
 - (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:**
- (i) A notarized copy of partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
 - (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract 2022.
 - (iv) All other documents in terms of **Para 10 of the Tender Form (Second Sheet) above.**

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in **Para 10 of the Tender Form (Second Sheet) above.**

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest-bearing advance, as per Contractor's request. These advances shall carry a simple interest @ **RBI Bank Rate + 5% (Ref- Rly Board's Lr. No. 2018/CE-I/CT/1 dtd. 10.03.2022).** The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract 2022.

(Signature)
(Designation)

Signature of Tenderer(s) _____ Railway Date _____
Date _____

TENDER FORM (Third Sheet)**Name of Work:** _____**BILL OF QUANTITIES****1. Standard Schedule of Rates (SSOR) Items:**

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non-Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

CHAPTER-3

S&T PROJECT JABALPUR, WEST CENTRAL RAILWAY EXCERPTS OF STANDARD GENERAL CONDITIONS OF CONTRACT

GENERAL OBLIGATIONS

Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

1. **(1) Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India. (Para-3. (1) of SGCC-2022)
1. **(2) Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof. (Para-3. (2) of SGCC-2022)
1. **(3) Environmental and Forest clearances:**
The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed program, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii) of SGCC-2022.

(Para-3. (3) of SGCC-2022)

2. **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized. (Para-4 of SGCC-2022)
3. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer. (Para-5 of SGCC-2022)
4. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied. (Para- 6 of SGCC-2022)
5. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein 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 Standard General Conditions of Contract 2022 and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to

Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

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

(iii) There is no banning with the sub-contractor in force over IR.

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above agreement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instruction of Railway, with prior intimation to Chief Engineer.

(f) The Contractor shall indemnify railway against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavor to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor,

shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

***Note:** Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work, without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the*

contract.

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

(j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).

(k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract. (Para-7 of SGCC-2022)

6. **Assistance by Railway for the Stores to be obtained by the Contractor:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavor to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non- supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply. (Para-8 of SGCC- 2022)
7. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker. (Para-9 of SGCC-2022)
8. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefore.
9. **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions. (Para-12 of SGCC-2022)
10. **Excavated Material:** The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof

but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer. (Para-14 of SGCC-2022)

11. Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained. (Para-15 of SGCC- 2022)

11.(1) 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 2022.

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. (Para-16(1) of SGCC-2022)

12. (2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

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

- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of GCC in case applicable. (Para-16. (2)(i) of SGCC-2022)

11. (2)(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. (Para-16. (2)(ii) of SGCC-2022)

11. (3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub- Clause 11. (4)(b) of this clause will be payable with interest accrued thereon. (Para- 16. (3) of SGCC-2022)

11. (4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, **if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated.** In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed 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 (P7G) in any of the following forms, **amounting to 5% of the original contract value:**
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-XVII

Note

- 1. The provision of insurance Surety Bond shall be for all contractor having DOC within 36 months only.**
- 2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or**

any other form of performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of agreement.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Saving Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defense Certificates;
 - (x) Ten years Defense Deposits;
 - (xi) National Defense Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (Para- 16. (4) of SGCC-2022)**

12. Force Majeure Clause: If at any time, during the continuance of this contract, the

performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party. (Para-17 of SGCC-2022)

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

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of Standard General Conditions of Contract 2022 or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

The Engineer on receipt of such request from the Contractor shall consider the same

and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable. The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 12A(i) or/and 12A(ii) or/ and 12A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than **15 days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than **15 days** before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer. (Para-17A of SGCC- 2022)

12-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 12 and 12-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of Standard General Condition of Contract) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

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

in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 12B, further request(s) for extension of time under clause 12A can also be considered under exceptional circumstances. Such extension(s) of time under clause 12A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 12B shall not be waived. **However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 12B.**

(Para-17B of SGCC-2022)

12-C Bonus for Early Completion of Work: In case of open tenders having value more than Rs. 20 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. (Para-17C of SGCC-2022)

EXECUTION OF WORKS

13. **(1) Contractor's understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract. (Para- 19. (1) of SGCC-2022)
13. **(2) Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. (Para-19. (2) of SGCC-2022)
13. **(3) Accepted Programme of Work:** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by

discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause. (Para-19. (3) of SGCC-2022)

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

Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work. (Para-19. (4) of SGCC-2022)

- 14. (1) Compliance to Engineer's Instructions:** The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects. (Para-20. (1) of SGCC- 2022)
- 14. (2) Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer. (Para-20. (2) of SGCC-2022)
- 14. (3) Extra Works:** Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway. (Para-20. (3) of SGCC-2022)
- 14. (4) Separate Contracts in Connection with Works:** The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work. (Para-20. (4) of SGCC-2022)
- 15. Instruction of Engineer's Representative:** Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision. (Para-21 of SGCC-2022)
- 16. (1) Adherence to Specifications and Drawings:** The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work

submitted under clause 13(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway. (Para-22. (1) of SGCC-2022)

16. (2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative. (Para-22. (2) of SGCC- 2022)

16. (3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract. (Para-22. (3) of SGCC-2022)

16. (4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom. (Para-22. (4) of SGCC-2022)

16. (5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive. (Para-22. (5) of SGCC-2022)

17. Working during Night: The Contractor shall not carry out any work between sun-set and sun- rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same. (Para-23 of SGCC-2022)

18. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges

in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor.

The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor. (Para-24 of SGCC-2022)

19. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works. (Para- 25 of SGCC-2022)

20. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

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

20.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

20.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of Standard General Conditions of Contract 2022. (Para-26 of SGCC-2022)

21A. Deployment of Qualified Engineers at Work Sites by the Contractor:

21A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent or qualified Diploma Engineer(s), as prescribed in the tender document.

21A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 21A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document.

21A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as ‘Special Condition of Contract.’ (Para-26A of SGCC-2022)

21B. Engagement of Minimum Technical Personnel: The contractor shall deploy following **Minimum Numbers** of Qualified Graduate Engineers and qualified Diploma Holder Engineer at site for Execution of Work:

Contract Value (in crore of Rs.)	Deployment of Graduate Engineer at site		Deployment of Diploma Holder Engineer at site		Remarks
	Minimum No. to be Deployed	Minimum Experience in No. of years	Minimum No.to be Deployed	Minimum Experience in No. of years	
>10 - 25	1 (S&T) 1 (CIVIL)	3	2 (S&T), 1 Electrical (TRD/Electrical (G))	3	These are bare minimum numbers to be deployed at site failing which recovery shall be made as indicated under para-iii below.

(i) Deployment of Qualified Engineers at Work Sites by the Contractor:

- (a) The Contractor shall employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed above. The contractor shall also employ independent technically qualified person(s) (Minimum Diploma holder) to manage the different work sites. Proper record for availability of qualified engineers shall be maintained.
- (b) In case the Contractor fails to employ the Engineer, as aforesaid, he shall be liable to pay liquidated damages at the rates, as prescribed in Para (iii) below.
- (c) No. of qualified Engineers required to be deployed by the Contractor (over and above as aforesaid) for various activities contained in the works contract shall be specified in the tender documents as ‘Special Condition of Contract’ by the tender inviting authority.

(ii) Contractor shall submit qualification certificate and experience certificate in relevant field of construction work for Graduate Engineer / Diploma Holder Engineer to be deployed at site, for approval of Engineer-in-charge.

(iii) In case the Contractor fails to employ as aforesaid provision, he shall be liable to pay

an amount of Rs.20,000/- and Rs.15,000/- per month or part thereof for each Graduate Engineer and each Diploma Holder Engineer respectively for the default period and numbers. In case of non-availability for two consecutive months, penalty amount may be doubled for further period.

- (iv) In addition to the above-mentioned Site engineers, at least 4 nos. of Supervisors having 5 years' experience of S&T works shall be deployed. Also, 1 no. of Supervisor each for Civil, Electrical TRD and Electrical General works shall be deployed having experience of 5 years in the relevant field. Penalty of Rs. 12,000/- (fifteen thousand) per month per person or part thereof shall be levied for non-deployment of supervisors as above. In case of non-availability for two consecutive months, penalty amount may be doubled for further period.
- (v) Above men power shall be deployed as per progress of work as advised by Engineer-in-Charge.
- (vi) All site engineers, technical staff and labour supervisors etc. shall be issued valid ID cards in the format and as per specification duly approved by Engineer-in-charge.

22. (1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor. (Para-27.(1) of SGCC-2022)

22. (2) Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(a) 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.

(b) The substitution of proper and suitable materials, and

(c) 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 GCC.

(d) 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. (Para-27. (2) of SGCC- 2022)

23. Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the

work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

The Contractor shall arrange Four-wheeler SUV vehicle in good condition (Including Fuel and driver) for facilitation the inspection of Railways Officers after award of the contract and till completion of work, failing which recovery @ Rs. 3500/- (Thirty-five hundred) per occasion shall be levied. Proper record shall be maintained for this purpose by the concerned supervisor.

In addition to the above, the Contractor shall provide one two-wheeler vehicle in good condition (including fuel) for facilitating inspection to Railways' supervisors or his authorized representative immediately after award of contract of value more than Rs. 5 Crore till completion of work, failing which recovery @ Rs 10000/- (Ten thousand) per month or part thereof for the period of default shall be made. Proper record shall be maintained for this purpose by the concerned supervisor.

24. **Examination of Work before Covering Up:** The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
25. **Temporary Works:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.
26. **(1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works. (Para-31. (1) of SGCC-2022)

23. **(2) Water Supply from Railway System:** The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply. (Para- 31. (2) of SGCC-2022).
23. **(3) Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply. (Para-31. (3) of SGCC-2022).
23. **(4)(a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works. (Para-31. (4) (a) of SGCC-2022)
- (b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system. (Para-31. (4) (b) of SGCC- 2022).
24. **(1) Tools, Plant and Materials Supplied by Railway:** The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto. (Para-33. (1) of SGCC-2022)
24. **(2) Hire of Railway's Plant:** The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant. (Para- 33. (2) of SGCC-2022)
25. **(1) Precaution During Progress of Works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or

loss is caused or likely to be caused to any person or property. (Para-34. (1) of SGCC-2022)

- 25. (2) Roads and Water Courses:** Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-34. (2) of SGCC-2022)
- 25. (3) Provision of Access to Premises:** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so, ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible. (Para-34.(3) of SGCC-2022).
- 25. (4) Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion. (Para-34. (4) of SGCC-2022)
- 25. (5) Display Board:** The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m. (Para- 34. (5) of SGCC-2022)
- 26. Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof. (Para-35 of SGCC-2022)
- 27. Suspension of Works:** The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:
- (a) Provided for in the contract, or

- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
 - (c) Necessary for the safety of the works or any part thereof, or
 - (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
 - (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
 - (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite. (Para-36.(1) of SGCC-2022)
28. The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension. **(Para-36.(2) of SGCC-2022)**
29. **Suspension Lasting More than 3 Months:** If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway. (Para-36.(3) of SGCC-2022)
30. **Rates for Items of Works:**
- (i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of Standard General Condition of Contract and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention

of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, *all fees, duties, royalties, rent and compensation to owners for surface damage* or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A of Standard General Conditions of Contract 2022 and the Contractor there upon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-37 of SGCC- 2022).

- 31. Demurrage and Wharfage Dues:** Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts. (Para-38 of SGCC- 2022).

- 32. (1) Rates for Extra Items of Works:** Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items

shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority.

- (i) Analysis of Rates for “Unified Schedule of Rates of Indian Railways (USSOR)”
- (ii) Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”
- (iii) Market Analysis (Para-39. (1) of SGCC-2022)

28. (2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway. (Para-39. (2) of SGCC-2022)
29. **Handing over of Works:** The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.
30. **Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or

in such a way as deemed fit and convenient to the Engineer.

- 31. Offloading of Part(s) of Work:** At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days Suo-moto notice (as per annexure-VIIA of GCC-2022), if the Engineer is of the opinion that :-

(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,

(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and

(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works. (Para-40A of SGCC-2022).

Such offloading of works (up to 5% of original contract value) would be done after taking the prior approval of PHOD (Ref. RB letter No. 2022/CE-I/CT/GCC-2022/POLICY dated 27.04.2022).

VARIATIONS IN EXTENT OF CONTRACT

- 32. 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. (Para-41 of SGCC- 2022)

33. (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. (Para-42(1) of SGCC-2022).

33 (2)(i) Unless otherwise specified in the special conditions of the contract, the accepted

variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

- (a) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (b) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

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

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

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

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

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

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (Non-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). (Para-42(2) of SGCC-2022)

33. (3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree

affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bills of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of Standard General Conditions of Contract 2022. (Para-42(3) of SGCC-2022)

CLAIMS

34. (1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars. (Para-43(1) of SGCC-2022)

(2) Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof. (Para-43(2) of SGCC-2022)

MEASUREMENTS, CERTIFICATES AND PAYMENTS

35. Quantities in Bills of Quantities Annexed to Contract: The quantities set out in the accepted Bills of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract. (Para-44 of SGCC-2022)

36. (i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bills of Quantities and for extra works at rates determined under Clause 39 of Standard General Conditions of Contract 2022 on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bills of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bills of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his

absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements. (Para-45(i) of SGCC-2022)

36(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Bills of Quantities and for extra works at rates determined under Clause 39 of Standard General Conditions of Contract 2022 on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway.

The quantities for items the unit of which in the accepted Bills of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bills of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or

otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 33(i) above. (Para-45(ii) of SGCC-2022)

37. (1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of Standard General Conditions of Contract 2022, a retention of Six (6 %)percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction. (Para-46(1) of SGCC-2022)

37. (2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1. (Para-46(2) of SGCC-2022)

37. (3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory. (Para-46(3) of SGCC-2022)

37. (4) If payment(s) of Advances 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:

(a): Mobilization 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.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in

equipment and actual commencement of work.

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 mobilization, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

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).

(b) : 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.

The advances under sub clause (a) and (b) above, are subject to the following conditions

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal

is affected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilization of Mobilization advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and

accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India. (Para- 46(4) of SGCC- 2022)

37.(5) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account. (Para-46(5) of SGCC-2022)

37A Price Variation Clause (PVC): (Not Applicable for this tender) (Para-46A of SGCC-2022)

38. 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. (Para-47 of SGCC-2022)

39. (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.

39(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.

39(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. (Para-48 of SGCC-2022)

- 40. 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. (Para-49 of SGCC-2022)
- 41. (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

(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.

(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. (Para-50 of SGCC-2022)

- 42. (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 up to 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 Standard General Conditions of Contract 2022 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(i), 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 2022 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. (Para-51.(1) of SGCC-2022).

42.(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.

42-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-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. (Para-51 of SGCC-2022)

LABOUR

- 43. Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

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

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India. (Para-54 of SGCC-2022)

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

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act. (Para-54-A of SGCC-2022)

- 44. Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due

to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor. (Para-55 of SGCC-2022)

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

44-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (Para-55-A. (1) of SGCC-2022)

44-A. (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act. (Para-55-A. (2) of SGCC-2022)

44-A. (3) The Contractor shall pay to the labour employed by him directly or through sub- contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub- contractors in connection with the said work, as if the labour had been immediately employed by him. (Para-55-A. (3) of SGCC-2022)

44-A. (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable. (Para-55-A. (4) of SGCC- 2022)

44-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

(Para-55- A. (5) of SGCC-2022)

44-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (Para-55-B of SGCC-2022)

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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Sramik- Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptance (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramik-kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik-kalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' tillMonth,.... Year." (Para-55-C of SGCC-2022)

44-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered

with the Registering Officer under Section-7 of the Building and Other Construction Workers' Welfare Cess Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act. (Para-55-D of SGCC-2022)

- 45. Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance. (Para-56 of SGCC-2022)

- 46. Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. (Para-57 of SGCC- 2022)

46-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise. (Para-57-A of SGCC-2022)

- 47. Railway not to Provide Quarters for Contractors:** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy. (Para-58 of SGCC-2022)

- 48. (1) Labour Camps:** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

48.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining

to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works. (Para-59 of SGCC-2022).

DETERMINATION OF CONTRACT

49. (1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof. (Para-61. (1) of SGCC-2022)

49. (2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive. (Para-61. (2) of SGCC-2022)

49. (3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract. (Para- 61. (3) of SGCC-2022)

50. (1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- a. Becomes bankrupt or insolvent, or
- b. Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- c. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- d. Have an execution levied on his goods or property on the works, or
- e. Assign the contract or any part thereof otherwise than as provided in Clause 7 of GCC, or
- f. Abandon the contract, or
- g. Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- h. Fail to adhere to the agreed program of work by a margin of 10% of the stipulated period, or
- i. Fail to Execute the contract documents in terms of Clause 8 of the Instructions to Tenderers.
- j. Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- k. Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been

- condemned or rejected under Clause 25 and 27 of GCC, or
- l. Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of GCC, or
- m. Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of GCC, or
- n. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- o. Fail to adhere to the provisions of Clause 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision of Clause 59(9) of General Conditions of Contract.
- p. Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX of SGCC) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII of SGCC, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII of Standard General Conditions of Contract, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII of Standard General Conditions of Contract), only in cases where progress of work is more than or equal to 80% of the original scope of work. (Para- 62. (1) of SGCC-2022)

50. (2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

- a. The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b. In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The

failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- c. In the contract rescinded in part or parts,
 - i. The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - ii. The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of SGCC.
 - iii. The defaulting Contractor shall not be issued any completion certificate for the contract.
 - iv. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - v. Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- d. The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- e. The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously. (Para-62. (2) of SGCC-2022)

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

51. Conciliation of Disputes: (Para-63 of SGCC-2022)

This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

51.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the **Standard General Conditions of Contract 2022** or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

51.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

51.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway

nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

51.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

51.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

51.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

51.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

“I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”

51.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

51.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

51.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

51.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

51.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

51.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

51.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

51.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

51.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

52.(1) : Demand for Arbitration: (Para-64 of SGCC-2022)

52.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of SGCC-2022, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

52.(1)(i)(a): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of SGCC-2022, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

52.(1)(i)(b): Arbitration as a method of dispute resolution should not be routinely or automatically included in procurement contacts/tenders, especially in large contracts.

52.(1)(i)(c): As a norm, arbitration as a method of dispute resolution may be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher).

52.(1)(i)(d): Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

52.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

52.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

52.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

52.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

52.(1)(iii)(c): The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

52.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

52.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

52.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

52.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

52.(3) : Appointment of Arbitrator: (Vide ACS-10 letter no. 2022/CE-I/CT/GCC-2022/POLICY DATED 04.03.2025)

52.(3)(a): The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA)

within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

52.(3)(a)(i): If contractor wants to choose his nominee from Railway panel, the Railway will send a panel of at least four (4) names of retired Railway Officers empanelled to work as Arbitrator within 30 days from the day when a written and valid demand for arbitration received by the General Manager/Additional General Manager. Contractor will be asked to suggest to General Manager/Additional General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. The railway panel shall be provided free of cost to the contractor.

52.(3)(a)(ii): If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the Contractor's nominee within 30 days from the receipt of the names of Contractor's nominees. Nomination and appointment of arbitrators from ICA panel shall be as per the ICA Rules for Domestic Commercial Arbitration and amended from time to time.

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under: -

- i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/Engineers.pdf>.
- ii. A formal request for nomination shall be submitted to ICA, accompanied by: -
 - a. A brief Statement of Claim outlining the nature and quantum of the disputes.
 - b. A copy of the relevant contract and any supporting documents.
 - c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
- iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

52.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 52.(3)(a)(i) and clause 52.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

52.(3)(b): Two selected arbitrators are free to select presiding arbitrator (3d arbitrator) within thirty (30) days from the date of their appointment. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement), which will be approved by General Manager/Additional General Manager. General Manager/ Additional General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of all the three arbitrators.

52.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/ Additional General Manager fails to act without undue delay,

the General Manager/ Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

52.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

52.3(c)(iii): (i) Qualification of Railway Empaneled Arbitrator (s):

- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
 - (b) Age of arbitrator at the time of appointment shall be below 70 years.
 - (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
 - (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
 - (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 52.(3)(a), 52.(3)(a)(i), 52.(3)(a)(ii) & 52.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

52.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

52.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

52.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

52.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

52.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

52. (6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

52.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract 2022 and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

52.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

**** END OF THE PART – I DOCUMENT ****

West Central Railway
(S&T PROJECT UNIT, JABALPUR)

Tender Document

(Revision-1)

(Based on IR-SGCC -2022 updated up to ACS-10)

(Part – II)

Chapter – 4

INSPECTION OF MATERIALS (Signal & Telecom)

4.1 The Electrical Signaling/Telecom materials, to be supplied by the contractor as per RDSO's Specification/Drawing appearing in the critical list contained in Railway Board's **L.No. letter No. 2022/RS(G)/779/8 dated 26/09/2025** will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO irrespective of value. This list of critical signaling items is given below:

- (i) **Electronic Interlocking**
- (ii) **LED Signal Lighting Units**
- (iii) **Electric Point machine**
- (iv) **Point Motor**
- (v) **Axle Counters**
- (vi) **All types of signaling relays**
- (vii) **Earth Leakage Detector**
- (viii) **Fuses, ARA Terminal, Fuse block**
- (ix) **Fuse auto changeover system**
- (x) **Terminal blocks, Tag blocks**
- (xi) **Maintenance free earth materials**
- (xii) **Cables**
- (xiii) **Electric lifting barriers**
- (xiv) **Power supply systems, their cards and other sub systems**
- (xv) **Rechargeable batteries, battery chargers**
- (xvi) **Automatic fire detection and alarm systems**
- (xvii) **BPAC using UFSBI**
- (xviii) **UFSBI**
- (xix) **KAVACH**
- (xx) **Datalogger**
- (xxi) **Advance auxiliary warning system (AAWS)**
- (xxii) **Block Instruments**
- (xxiii) **Track feed resistance and choke**
- (xxiv) **Electric Key Transmitter**
- (xxv) **E - type lock**
- (xxvi) **Failsafe electronic timer, Flasher device**
- (xxvii) **FN Mux**

4.2 The Electrical Signaling materials, **other than those included in the critical list** mentioned above, to be supplied by contractor and are as per RDSO's specifications/drawings will have to be procured from RDSO approved firms only and will be supplied duly inspected by (a) RDSO if the value of the item is more than ₹ 5 Lakh and by (b). TPI if the value of the item is less than ₹ 5 Lakh.

4.3 All mechanical signaling/Telecom items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signaling/Telecom items issued by RDSO. Inspection of such mechanical signaling/Telecom items to be carried out by RITES/TPI or as indicated against the specific schedule item.

4.4 For signaling/Telecom items, where IS specifications are stipulated, the inspection shall be carried out by RITES/TPI, when value of the item as per schedule is more than ₹ 5 Lakh and by consignee when value of the items as per schedule is less than ₹ 5 Lakh or as decided in specific schedule item.

4.5 All other signaling/Telecom items and items of general nature for which RDSO/IS specification is not stipulated shall be inspected by RITES if value is more than ₹ 5 Lakh, except those items covered under Para (4.6) below, and shall be inspected by TPI if value is less than ₹ 5 Lakh or as decided in specific schedule item.

4.6 Signaling items, like indication-cum-operating panels, which are layout and station-specific and which are manufactured and supplied only after the schematic Panel Diagram is approved by Headquarter Design Office and where functionality, specific to the yard layout, are to be checked by consignee and shall be inspected by consignee irrespective of value.

4.7 In case of deviation from the above inspection clause for scheduled signaling items is considered necessary, approval of competent authority, shall be obtained, giving full justification by the field unit.

4.8 In regard to items to be inspected by consignee, S&T supervisors (JE/SE/SSE) shall inspect the schedule item covering supply having schedule item value up to ₹ 1 Lakh and above ₹ 1 Lakh shall be inspected by officers (Junior scale/ Senior scale). However, any item of supply mentioned in Para 4.1, if not undertaken by RDSO/RITES/TPI shall be inspected at officers' level irrespective of the cost.

4.9 Following guidelines shall be followed for inspection of Telecommunication items: -

- i. The materials, which are procured from RDSO approved firms with RDSO specification and if the cost of the material is more than ₹ 5 lakhs, the inspection shall be carried out by RDSO.
- ii. All the materials with TEC/BSNL specification and procured from TEC/BSNL approved firms (approved for bulk supply and not as interface approval) shall also be inspected by RDSO provided the cost of the material is more than ₹ 5 lakh. If cost of material is less than ₹ 5 Lakh, Inspection shall be carried out by TPI or as indicated against the specific schedule item.

iii. All the materials with TEC/BSNL specification and procured from sources not approved by TEC/BSNL (including firms having only interface approval) shall also be inspected by RDSO provided the cost of the material is over ₹ 5 lakhs. However, in such cases RDSO shall carry out prototype approval before taking up regular inspection. If cost of material is less than ₹ 5 Lakh, Inspection shall be carried out by TPI or as indicated against the specific schedule item.

iv. Sophisticated telecom items as an exception can also be taken up for inspection by RDSO as per Railway's specification. The approved acceptance test format shall have to be supplied by Railways duly approved by the concerned CSTE.

v. RDSO shall not inspect "Test and Measuring" equipments, Electronic exchanges / intercom, auto telephones and spare parts of all telecom equipments. The same may be inspected by TPI or as indicated against the specific schedule item.

vi Guideline for inspection of SDH equipments will be as under: -

a) The acceptance testing of such equipments may be done by RDSO for which tender /contract specific approval has been accorded by TEC /BSNL till the generic approval of TEC/BSNL or prototype approval by RDSO is given.

b) If TEC/BSNL continues to issue only tender/contract specific approvals and no generic approvals are given to any firm in future, then RDSO may undertake prototype approval as per TEC specification and in list the firms in the RDSO approved list to avoid problem of supply SDH equipments to Railways.

4.10 Inspecting agency RDSO/RITES/TPI/CONSIGNEE for items to be supplied is given in schedule against each item.

4.11 All other equipment/material, where neither RDSO/IS specification are stipulated, and which are to be supplied with TPI or consignee inspection shall be procured from manufacturers of repute/their authorized dealers approved by the Engineer-in-charge before supply. In such cases, if the contractor is not able to furnish manufacturer guarantee certificate and test certificate for e.g. for items being procured through open market, the tenderer shall furnish his guarantee & warranty for these items.

4.12 The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the Specification and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES/TPI. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.

4.13 Inspection Charges of RDSO and RITES/TPI will be borne by the Railways. However, if the samples are found inferior when compared to stipulated specification/drawing, the inspection charges shall be borne by the contractor.

4.14 The contractor shall furnish guarantee of materials/equipments supplied by him for a period of minimum one year after commissioning or as prescribed elsewhere in the tender for trouble free performance. Any defects noted during this period will have to be rectified by him promptly at his own cost.

4.15 A separate contract wise register must be maintained, where record of consignee

inspection carried out like visual check, measurement of dimensions/ key electrical parameters wherever applicable and any other checks as per facilities available, should be entered by the consignee, for consignee inspected items.

4.16 The following electronic signaling systems, as defined below must be installed and commissioned by RDSO approved vendor and a certificate is to be issued by the OEM to the railways in this regard. These systems should only be commissioned after OEM has certified and given a certificate at an appropriate level that the installation work complies with all the points of the check list as per latest RDSO specification.

- a) EI,
- b) SSDAC/MSDAC,
- c) UFSBI/BPAC,
- d) IPS,
- e) Data Logger,
- f) AFDAS
- g) Fire Suppression System
- h) ELD
- i) FACS

4.17 RDSO approved Vendors and Vendors for developmental orders will be considered as per Railway Board guidelines.

4.18 If the schedule cost of material is less than ₹ 5 Lakh but the accepted cost of material is more than ₹ 5 Lakh, inspection agency will be suitable modified with the approval of competent authority as per the requirement of Railways.

Chapter – 5 **(Signal & Telecom)**

TECHNICAL REQUIREMENT & SPECIFICATION

5.0 Where the work is to be carried out on Non-Electrified Route, need to be carried out as per RE standards. The normal power supply available will be MPSEB supply. In case MPSEB power supply is not available, contractor shall arrange to make his own arrangement of power supply for executing the work.

5.1 The work is to be carried out in accordance with Interlocking Plans for the station issued by the Railways. These IPs are tentative and some minor variations/alterations may take place during execution of work. The tenderer should be ready to carry out corrections/alterations / additions in design of circuits and other works arising out of these changes without any additional cost.

5.2 The work is to be carried out in accordance with RDSO specification for EI (RDSO/SPN/203/2011 Ver.1 or latest) with latest amendments.

5.3 Circuit designed by the contractor may have to be altered or modified as suggested by CRS or WCR/HQ or Dy. CSTE/Project/JBP/WCR, Jabalpur or his authorized representative to meet the safety requirement/ specifications and West Central Railways practices in vogue during the course of execution of work before and after commissioning of work. All such alterations/modifications etc. till commissioning of the work will have to be carried out by the contractor free of cost.

5.4 All the drawing shall be drawn on auto CAD and the original CD for all the drawings along with tracings, required number of prints, plastic folders as specified in tender schedule are to be submitted by the tenderers.

5.5 All the tracings shall be drawn on good quality 95 GSM tracing paper. No change shall be made in any of the approved drawings without permission of Dy. Chief Signal and Telecom Engineer/ Project/ Jabalpur WCR or his authorized representative.

5.6 All the drawings shall include the name of the work as given by the Railway's blocks, for signature of Railway officials and contractors.

5.7 DOCUMENTATION

(A) One complete set of EI documents as per approved SIP of the station to be submitted as under:

- (i) Manual for installation, Testing, Commissioning and maintenance of the system for Technicians / Jr. Engineers (Installation & Maintenance level).
- (ii) Technical & system module for diagnostic & trouble shooting for repair center (Engineers level).
- (iii) Functioning and system overview (Higher management level).
- (iv) Detailed power supply arrangement including battery backup of the station.
- (v) Cable Route plan, Cable Corage Plan, Location details, CT rack details, Track Bonding plan, Earthing plan (MFE and Class-A), Spare conductor details for the station.

(vi) System design and proposed configuration including, Interface circuits, Relay Room floor plan, Power Room Floor Plan, Relay Rack arrangement plan, EI rack arrangement, EI rack installation plan, IPS Installation schematic plan, VDU Installation, Power distribution plan including connectivity of cables in diversified path, MSDAC DP Plan, MSDAC ACE wiring and distribution plan, Fiber distribution plan including OTDR reports and details of OFC joints, E1 distribution plan & any other drawing as per instructions of Engineer-in-charge.

(vii) Fuse Alarm Schematics and wiring plan, Fire alarm schematics including details of all essential units of fire alarm.

(B) TECHNICAL SPECIFICATION

The work is to be carried out in RE area accordance with Interlocking Plans for the stations, issued by the Railways. These IPs are tentative and some minor variation / alteration may take place. The Tenderer should be ready to carry out correction / alterations / additions (up to 30%) in design of circuits and other works arising out of these changes without any additional cost. For alterations beyond 30% additional payment for the design portion shall be made.

(i) The work is to be carried out in accordance with RDSO specification for EI RDSO/SPN/203/2011 Ver.1 with latest amendments.

(ii) Circuit designed by the Tenderer will have to be altered or modified as suggested by Principal Chief Signal and Telecom Engineer, West Central Railway or his authorized representative to meet the safety requirements / specifications and West Central Railway practices in vogue. Such alteration, modifications etc. will have to be carried out by the Tenderer free of cost.

(iii) All the drawing shall be drawn on Auto CAD and the original CD for all the drawings along with tracings, four prints in good quality using inkjet printer and plastic folders should be submitted by the Tenderer.

(iv) All the tracings shall be drawn on good quality 90-95 GSM or equivalent tracing paper. The tracing should be printed using inkjet printers, so that the ink does not get faded in due course of time and it shall not be possible to delete a entry using a pencil rubber. No change shall be made in any of the approved drawings without permission of Dy. Chief Signal & Telecom Engineer (Project), Jabalpur, West Central Railway or his Authorized representative.

(v) All the drawing shall include the name of the station, as given by the Railways & blocks for signature of Railways officials and contractor

(vi) All the drawing shall be signed by the contractor or his authorized Representative with name, designation & mobile no.

Note: For circuit design, contractor will be required to authorize a person for designing the circuits. The name of such person should appear on all sheets with signature. The mistakes in circuit design will attract a token penalty over and above the penalty/LD as

provided in GCC. The penalty shall be recovered at the rate as Rs. 200/- per sheet, if the number of mistakes is in above 2% contacts w.r.t total number of contacts in a sheet. Decision of Railway about mistakes shall be final.

(C) Four sets of documents containing system details, site installation details / drawings, maintenance manual, operation procedure etc. in Bound book for each station as per practice of railways where the work is to be executed. This shall also include.

1. Wiring Diagrams.
2. Application Program Listing.
3. Relay/Cable Termination particulars.
4. Input/output assignment details.
5. Relay layout and contact analysis chart, Fuse allotment chart.
6. Equipment disposition layout, IPS Installation & power distribution plan. ferrule printing.
7. Wiring diagrams of logic circuits drawn in British or Siemens pattern as per WCR practice.
8. Cable route plan, cable corage plan, location particulars, cable termination rack particulars, cable meggering report, earth resistance particulars, traction bonding diagram, etc. as per part-II schedule outdoor execution item of tender schedule.
9. Any other drawing as required by the Railway as per its practice or required for TSAA certification or compliance to HQ's observations.
- 10.

(A) The original tracings are to be prepared by the contractor on reproduction film (95 GSM or better) and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of drawings in soft copy on Auto Cad format should be given in a USB drive.

(B) Approved Signal Interlocking Plan will be issued by Railways. Selection table, locking table (if required), VDU diagram, SWRD, wiring diagram, Route section plan/ Element plan (if required), Equivalent logic circuits (in British or Siemens pattern) and other standard diagrams as per WCR practice as prevalent in the Railway where work is to be executed and other connected indoor work details shall be prepared by contractor and submitted to Railways for approval. Outdoor circuits must also be shown in wiring diagrams. Typical outdoor circuits, if required, will be issued by Railways for this purpose. After execution of the work four (4) sets of all such plans shall be prepared by the Contractor and given duly bound of as per Para above.

(C) Software: Application Programme for the yard, Compiler & executable programme for the yard in Two sets of separate USB drives with supporting OS & other software must be given with maintenance terminal as per schedule.

(D) MAINTENANCE & DIAGNOSTIC AIDS:

MT consisting of an Industrial grade embedded fan less PC with printer from a reputed manufacturer shall be provided for following operations: -

- (i) Display of the current status of points, signals, controls etc. of the yard.
- (ii) Storage of minimum one-month data or 10,00,000 events.
- (iii) Display of recorded events and
- (iv) Data transfer to CD, flash memory or any other storage media.
- (v) Transfer of recorded events to external data logger.
- (vi) Generation of exception reports shall be possible on MT for analysis purpose and past events simulation on yard layout etc. exactly as per data logger specification No. IRS:S-99 (Amd.4) 2012 or latest version.
- (vii) The soft copy of signaling circuits/manuals provided at the station shall also be loaded on MT for ready reckoner of ESM in simple/local language.
- (viii) MT shall be preferably connected to EI through OFC. If copper cable is used for connectivity the MT port shall be isolated from the port of EI. At both ends RS232 isolator/industrial opto-isolator shall be used.

(E) APPROVAL PROCEDURE FOR EI SYSTEM:

1. After receiving approved Signal Interlocking Plan of a station, the firm submits prints of Adv. Selection Table, Route Locking Table, Route Section Plan & VDU diagram for approval.
2. After receiving approval of Adv. Selection Table, Route Locking Table, Route Section Plan & VDU diagram prints, the firm submits the tracing of approved Selection Table, Route Locking Table, Route Section Plan & VDU diagram which is also approved by HQ office.
3. (a) After receiving approved tracing of Selection Table, Route Locking Table, Route Section Plan, the firm shall submit the complete wiring diagram (Interface circuits) of the station in the existing pattern of Q-series or Siemens methodology or as per current practices of W.C. Rly. /RDSO. The above circuit design shall be approved by the Railway.
(b) After approval of the Selection Table, Route Locking Table and Route Section Plan, firm shall submit Adv. Logic designs with unique CHECKSUM/CRC numbers pertaining to vital and non-vital applications for the interlocking of the station. However, Adv. Logic shall be given only after internal FAT of the logic and certificate to this effect. Thereafter, FAT (Functional test, Square sheet, Negative test, and any other test as deemed required by Railway officials) shall be done by Railways officials with the assistance of OEM engineer. All deficiencies noted during the FAT shall be rectified by OEM and updated logic shall be retested by Railway Officials. After the retesting of logic is completed with NIL deficiencies, the application logic (in PDF format) shall be submitted to WCR/HQ for approval.

For Completion ALC of Electronic Interlocking, no Tracing Print of the

completion ALC will be required. Instead, the completion ALC shall be approved by WCR HQ in PDF format only with digital signature along with a letter indicating: "The ALC of Electronic Interlocking for the station (name) is frozen with the following CRC/CHECKSUM"

At site, Paper-print of the approved PDF of Completion ALC shall be kept with a copy of the letter issued by WCR HQ. For all EI installations, the ALC in the Boolean format / ladder Logic Rung format (as per OEM of EI) shall also be submitted to the WCR HQ for uploading on R.C.I.L. cloud as per Rly Board's guidelines along with submission of ALC in PDF for approval.

(WCR HQ letter No: WCR/N-HQ/1 60/Drg-Corres/J BP/XXIV Dated: 24.11.2025)

(c) The advance application logic design shall be the translation of typical circuit design of station. Relay/contacts used in the advance logic design shall be of same nomenclature of circuits of the station. The nomenclature of all the relays will be as per standard practice of WCR.

(d) Firm shall also submit the outside points, signals, track circuits wiring diagrams along with interface circuit so that interlocking with EI and outside gears is checked and approved.

4. These logic designs shall be checked and approved by WCR HQ with alterations/comments if any and the contractor shall be asked to resubmit the same along with difference report for approval. Once again, the logics and circuit diagrams with circuit alteration are submitted by firm incorporating all changes advised with different unique CHECKSUM/CRC no. For each modification in the application logic, difference report (In Boolean as well as in equivalent circuits) shall be submitted by OEM/Contractor. After the approval of difference report and modified CRC/Checksum, complete application logic shall be resubmitted for approval.

5. These design sets are checked and approved by HQ office and the set wise unique CHECKSUM number is noted and advised to the field unit for comparison with the CHECKSUM number displayed in the EPROM provided in the EI equipment at site thereby confirming that the logic design approved by HQ office has been burnt into the EPROM.

6. After completing functional and square sheet tests, deficiencies/problems based on site condition noted, if any, shall be recorded by Engineer-in charge. The changes done in logic design at site along with confirmation that after incorporation of these changes in the design, the problems noted have been eliminated shall be recorded in the form of joint note by officer-in charge and the representative of Vendor. Modification in the circuit diagrams shall be shown on hard copy of approved circuit diagrams issued by HQs in Red and signed by representative of Vendor and officer-in charge at site. After receiving these details, the details of changes of logic design and the consequent changes of the CHECKSUM, the altered design sets along with the revised CHECKSUM numbers shall be approved by HQs.

Note: Complete setup for FAT shall be provided by contractor at the location decided

by Railways authorities. Space in Railways office shall be provided to the extent possible.

5.9 TRAINING:

Contractor should provide training to Railway personnel nominated by the Dy. CSTE/Project/JBP at Railway's premises. The contractor shall undertake to impart training in two different modules/parts: (i) Maintenance module (Officer/SSE/Technician), (ii) Maintenance module plus software Alteration/Modification for carrying out any minor/major Alteration/ Modification; in different aspect of equipment design, functioning, field installation, testing and commissioning, operation, maintenance, minor modification in interlocking and repair, covering both hardware and software components (Officer/SSE/Technicians). The training should be comprehensive so as to impart full knowledge to Railway personnel deputed for the training to independently execute the installation, operation, maintenance and minor repair of all equipment. The training course should, apart from formal classroom training, include hands on practical experience on a working installation in the field or lab. Railway will bear the cost of travel to nearest rail head. At the end of training, OEM shall issue clear competency certificate to individuals.

In addition, contractor shall impart on-site training to Railway staff associated with operation of the EI system.

5.10 Technical Requirements:

- (i) The system should be approved by or cross approved by RDSO and must meet RDSO specification No. (RDSO/SPN/203/2011 Ver.1 or latest amendment), with following requirements:
- (ii) EI with only hot standby architecture shall be supplied in terms of RDSO TAN no. STS/E/TAN/3004 version 1.0 dated 13.06.12 & latest version on applicable as on date of commissioning/ approval of CKT. For Installation of Electronic Interlocking RDSO TAN no. STS/E/TAN/3012 version 4.0 dated 23.07.2025 or latest shall be followed.
- (iii) EI system will be installed, wired, tested and commissioned by OEM's engineer as per directives issued by RDSO from time to time. Pre-commissioning checklist of EI as issued by RDSO, will be complied by OEM's engineer and will be signed jointly with the Railways site engineer before commissioning of EI. OEMs engineer will submit a site installation certificate to Railway mentioning that EI system has been installed, wired, tested and commissioned by approved vendor of RDSO (i.e. by OEM) after following all the guidelines/instructions issued by RDSO from time to time.
- (iv) The Vital Input/output module/card shall have at least 15 % spare bit of its total capacity. While designing the interface circuit, it shall be ensured that sufficient spares shall be kept so that even if there would be requirement of some bit due to modification/alteration in design, it shall not dilute/overstep this 15% spare bit criterion.

- (v) The contractor shall supply screws, clamps, connectors, terminals, fuses of all ratings with holders, ferrules, indoor wires & wiring cables, twisted wires, indoor communication & data cables, media converters, optical fiber patch chords and all other miscellaneous materials as required and recommended by RDSO to make EI fully operational. Adequate spares i.e. 10% of installed quantity or minimum one of all these items in properly listed manner with quantity shall be handed over to Railway.
- (vi) Power supply system and arrangement for EI, interface relays, control VDU, maintenance terminal etc shall be as per extant RDSO guidelines. Details of proposed power supply arrangement shall be submitted to Railways. DC-DC converters use for EI shall be provided in N+1 configuration and shall be so segregated that in case of failure of DC-DC converter only one system is affected.
- (vii) Various interconnecting cables should be numbered as well as provided name stickers for easy identification. Connectivity diagram should be suitably displayed.
- (viii) The connection from EI to VDU Control Terminal shall be on OFC.
- (ix) There should be synchronization between data logger and EI for which requisite hardware / software shall be supplied by contractor.
- (x) Instructions for power ON/OFF sequences of the EI, Dos' and Don'ts routine maintenance etc should be prepared and pasted at suitable location near the EI. Proper charts and block diagrams shall also be prepared and submitted.
- (xi) Complete ladder support for interconnecting cables/wires up to outdoor Cable Termination rack is to be provided by Tenderer as per direction of Railway engineer in-charge at site.
- (xii) Approved type of Fuse base with cartridge are to be used for wiring of EI Equipment. The type and rating of fuses to be supplied shall be as per manufacturer's instructions and Railways guidelines.
- (xiii) Vendor specific guidelines/instructions issued by RDSO for EI system from time to time shall be implemented by OEM.
- (xiv) Tentative/Indicative Signaling or Yard Plan of station/stations is/are enclosed with the tender schedule. The Tenderer should furnish complete details of cards/modules/ sub-modules connectors etc. for each station in the proforma enclosed herewith in Annexure 'A'. Please give full details of quantities (station wise) & unit rates item wise.
- (xv) All essential spares (with card no. ID where applicable) shall be tested and kept secured for use during failures.
- (xvi) The work is to be carried out in accordance with Signaling/Interlocking Plans for the stations, issued by the Railways. These Signaling/Interlocking Plans are tentative and some minor variation/ alteration may take place. The Tenderer should carry out corrections/alterations/additions in design of circuits and other associated works arising out of these changes without any additional cost. The Railway's decision in this regard will be final and binding.

- (xvii) The contractor will supply and install all the diagnostic and maintenance software tools as recommended by RDSO/OEM for smooth EI maintenance.
- (xviii) Softcopy in the form of CD containing station specific finally approved application software (which has been loaded in the commissioned EI) duly labeled shall be submitted by the Tenderer/contractor. One CD shall contain application software of one station only for backup & record.
- (xix) Station specific software required for functioning of VDU control terminal (including Driver required if any) shall be provided by the Tenderer for backup & record.
- (xx) Place of maintenance terminal will be decided by Railway site Engineer in charge of the work.
- (xxi) Housing cabinet should be rust free & powder coated in ivory/grey Colour. It should have front door of toughened glass and a metal rear door. Proper earthing arrangement shall also be provided for cabinet. The front and back side of the cabinet shall have the facility of locking. A separate opening with lock & key shall be provided on the front door for taking out the key board & mouse from the cabinet for the operation of VDU control terminal.
- (xxii) Gland plates shall be provided on the top and bottom panel of the Cabinet for cable entry. Suitable ventilation should be provided on rear and sides of the cabinet such that possibility of dust accumulation inside the cabinet is minimized. Keyboard and monitor should be placed inside the cabinet at appropriate height for easy and comfortable operation & viewing. Other equipments which are to be placed inside the cabinet shall be easily accessible for maintenance.
- (xxiii) The Fields gears shall be driven by Interface Relay/object controller of approved type as per WC. Rly. standard practice
- (xxiv) 110V DC power supply shall be made available by Railways for working of Electronic Interlocking and 60/24 V DC will be made available for relay interface.
- (xxv) At these outdoor installations the point operation is working on 110 V DC with independent detection.
- (xxvi) At these outdoor installations, Colour light signals with LED signals will be worked on 110V AC supply from relay room and with Universal AC LED ECRs as per latest RDSO specification.
- (xxvii) Track repeater relays /slot relays /Gate controls relays/ siding control relays/repeater relay shall be of approved type and shall work on 60V/24V DC.
- (xxviii) The system shall be suitable for working on sections having 25KV or 2 x 25KV AC traction and also where passenger/freight trains hauled by diesel locomotives single-phase thyristor controlled or three phase AC locomotives are operated, and the traction currents are of the order of 1000A on 25 kV AC When the rails are carrying the traction return currents it should not cause any interference on the performance of system. The system design and equipment should cater for this.
- (xxix) It should be possible to modify the system configuration to suit yard layout changes at a later stage.

Standard RDSO Drawings referred in this Schedule may be collected on payment from RDSO Lucknow by the contractor if required.

5.9) All the consumables and sundry installation materials required for execution of this work like ladders Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed as per the detailed schedule will have to be brought by the Tenderer at his own cost.

5.10) The cost of indoor system is primarily based upon, the number of vital inputs, output bits & number of routes. Any variation in these will require additional hardware, which shall be procured at the rate accepted, as given by the Tenderer in Annexure. However, the design part shall be done free of cost up to 30% and beyond which additional payment shall be made by the railways.

5.11) The spare contacts of M-C relays to be made parallel.

5.12) Cement & Steel for use in the works should be procured by the Tenderer at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable.

5.13) The Tenderer shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given. However, Railways take no guarantee for this facility. Free power will be given for installation, soldering and testing work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Genset / electrical power.

5.14) The Tenderer shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site in charge.

5.15) All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the Tenderer at his own cost.

5.16) The Railway Officers / staff will be associated with the Testing & commissioning of the work. During Testing & Commissioning, Contractor shall facilitate Testing in all required manner as per instructions of Railway Engineer.

5.17) Installation practices of all signaling gears should be as per the Signal Engineering Manual (New) and to suit the latest correction slips and W.C. Rly practices in vogue.

5.18) The Tenderers having more than 20 labours, is required to obtain the labour license from the licensing Officer under Provision of Contract Labour (Regulation and abolition) Act 1970 read with Contract Labour (Regulation and abolition) Central Rules 1970. They should obtain a proper and valid labour license for the concerned work from the concerned Asst. labour Commissioner or licensing officer of the area and the photo copy of the labour license must be submitted to Railway for records. Failure to do so, will attract legal action against the Tenderer.

As per railway board letter No. 2013/Sig/01/(pt)/Dup dated 19.11.2020 & 2013/Sig/23/01/(pt) Dup dated 17.02.2022, following items to be ensured by the tenderer:

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1. Railway to closely monitor inspection/ supply of EI materials against all future works

contracts and as far as possible the contractor may be asked to supply high value items commensurate with the progress of connected field works, thereby eliminating unnecessary blockage of railway revenue. Further, as maintenance spares are to be used only after the end of the warranty period, supply of these items may be made after the installation is commissioned.

2. The successful bidder shall submit the undertaking from RDSO approved EI OEM before supply of material, to confirm compliance to extant RDSO guidelines and to meet contract specific requirements.

All the drawings shall be signed by the contractor or his authorized representative.

Technical Specification of Signalling and Telecom materials (Separate Tables for Signalling & Telecom Specs).

SN	Description	Minimum Specification with Latest Amendments/ Drawing
1	MSDAC with Dual Detection	RDSO/SPN/176/2013(Ver3.0) or latest Amendment
2	UFSBI for ABS Huts and Stations	IRS Spec. No IRS:S-104/2012 Ver. 0 (Latest Amendments)
3	Signalling 12 core 1.5 Sq. mm Copper Conductor PVC insulated Armoured Unscreened, Under Ground cable.	IRS:S-63/2014(Rev.-4) or latest.
4	Cable Power 2 core 25 Sq. mm Aluminum Conductor PVC insulated Armoured Unscreened, Under Ground cable.	IRS:S-63/2014(Rev.-4 and Amd. 1.0) or latest & IS: 1554 (Part-1) or latest.
5	6 Quad Cable Jelly filled.	IRS: TC 30/05 (Ver.1) with Amendment No. 5/2005 or Latest.
6	Reinforced Thermo shrinking Jointing Kit for 4/6 quad jelly filled cable (TSF- 4) for derivation 2T & straight through joints.	IRS:TC-77/2012, (Rev.1) (Amdt.-2 or latest)
7	24/48 fiber Armoured optic fiber cable.	RDSO Spec. No. RDSO/SPN/TC/110/2020 Revision-0 or latest.
8	Optical Fiber Cable Joint enclosure.	Raychem / 3M or better.
9	FDMS	RDSO/SPN/TC/37/2000 Rev. 3 Amdt 2 or latest Make: RNM/ Tyco/ D-Link or similar.
10	Supply of PIJF telephone cable 20 pair,0.63 mm dia. Copper conductor Armoured.	IRS:TC-41/97

11	SMPS based IPS system suitable for LC Gates with 300 AH VRLA Battery (55+5 Nos. of Cell)	RDSO/SPN/165/2023 (Ver. 4.0) with amendment no.1 eff from 15.05.2024 IRS:S 93/96 (A) or latest
12	Colour light signal post tubular steel 140 mm Dia, as per IRS 56/81, Length 3.5m-5.5 m long, as per requirement,	IRS S 6/81, SA 23002 A/M
13	Signal base	RDSO Drg. S2011/M
14	Foundation for Colour Light Main Signal Post in the ratio of 1:3:6 Aggregate not exceeding 3:8 cm.	Drg. No. WCR/S&T/SIG/01, Galvanized Anchor bolts & nuts conforming to IRS Drg. No. SA-116 A/M
15	Four aspect Colour light signal unit non-metallic complete made of FRP/Metallic	RDSO/SPN/194/ 2006 Ver.1, RDSO/SPN/151/1997 & RDSO Drg No. SA-23001 A/M (Adv), or all to latest amendments / SPECIFICATION No. IRS: S 26-64 2020 Ver1.1 for metallic Type.
16	FRP/ Metallic Direction type route indicator.	RDSO/SPN/194/ 2006 or latest, SA 23401-06/ SPECIFICATION No. IRS: S 26-64 2020 Ver.1.1 for metallic Type.
17	FRP/ Metallic Calling-On signal unit complete With fixing clamps, terminals etc.	RDSO drawing SA- 24351 (Adv.) Alt- 1 but Without lamp, lamp holder and lens. SPECIFICATION No. IRS: S 26-642020 Ver 1.1 for metallic Type.
18	Fabrication, supply and fixing of 'P', 'C', 'A', 'G' etc. retroreflective marker of approved colors, on signals.	RDSO Drg. No. SA-23456
19	Signal aspect LED signal unit, 110 VACS	RDSO/SPN/199/2010 Rev 1.0 or with latest amendment.
20	Apparatus cases Full made of 10 SWG sheets with miniature E Type Locks.	IRS:S 30/64 & RDSO Drg. No. SA 3376 with Latest amendments.
21	Excavation, ramming, Casting Cement Concrete foundation for Full Apparatus cases/ Location boxes in the ratio of 1:3:6 Aggregate not exceeding 3 :8 cm.	Single case as per Drg. No. JBP/S&T/C/084, Half case as per Drg. No. JBP/S&T/C/085 Galvanized Anchor bolts & nuts (also referred to as foundation bolts) conforming to IRS Drg. No. SA-116 A/M
22	Earth pipe complete	Drawing No. WCR RLY No T2014/1 & Drawing No. WCR RLY No T2014/5
23	PVC insulated multistrand 35 Sq. mm. Cu Cable for connecting earth bus bar to earth electrode.	IS: 694 or latest, RDSO Drawing SDO/ RDSO/ E&B/ 001 or Latest.

24	Earth connection to Location Boxes and Signals with MS flat.	RE drawing no. CORE/ S&T/ ALD/ SK/591/ 2008 or latest.
25	Copper Tape 25 x 2 mm for interconnection of Earth electrodes.	RDSO Drawing SDO/RDSO/E&B/001 Or Latest.
26	Cable Termination rack.	As per extant practice on W. C. Rly. Rack arrangement shall be as per sketch SK-727 as per the drawing attached.
27	16/ 0.2 mm size tinned flexible single core indoor wire PVC coated in different color as per technical specifications.	IRS:S-76/89 Amend. No. 2 or with latest amendment/ specification.
28	PVC insulated Rly Signalling Indoor 40 core 0.6 mm cables as per/ specification to be used.	IRS (S) 76/89 amendment II or with latest amendment.
29	Relay Rack	As per extant practice on W.C. Rly. Typical part list as per Annexure-9 and Rack arrangement as per Sketch no Sk-727 and Rack plan as approved by Engineer in charge.
30	Disconnect Terminal block for Four conductor with screwless Cage Clamp type/ sliding switch disconnect for each conductor size up to 2.5 sq. mm. Equivalent to M6 Terminals.	RDSO Specification No. RDSO/SPN/189/2004 version 3.0.
31	Power wire (copper, multistrand) 0.85 conductor each Dia 0.30 +/- 0.01 with insulation thickness of 1.2 mm nominal conductor resistance 3.30 ohms /km	IS 2465/1984 & IS 694/2010 (1x6 Sq.mm), Test Parameters as per IRS (S) 76/89.

32	Power wire (copper, multistrand) 140 conductor each Dia 0.30 +/- 0.005 with insulation thickness of 1.2 mm nominal conductor assistance 1.815 ohms / km.	IS 2465/1984 & IS 694/2010 (1x10 Sq. mm) and test parameters as per IRS (S) 76/89.
33	Power wire (copper, multistrand). 101 Conductors each Dia 0.45 +/- 0.01 with insulation thickness of 1.20 mm nominal conductor resistance 1.21 Ohms / Km.	IS 2465/1984 & IS 694/2010 (1x16Sq.mm) test Parameters as per IRS (S) 76/89.
34	Fuse Block Made of PBT /Polycarbonate.	IRS:S 75/2006 & RDSO Drg No. SA- 23748 Alt-4.
35	Non deteriorating type low voltage cylindrical Head cartridge Electric fuse 2A.	Spec No. IRS / S / 78 / 2006 with latest amendments.
36	Concrete cable route marker	SDO/Cable Laying/020.
37	Supply and installation of Earth Leakage Detector comprise of 4 (four) channels: 2 channel 110 VAC and 2 channel 24/60 VDC in all ABS HUTs.	RDSO specification No. RDSO/SPN/256/2002.
38	HDPE Duct	RDSO/SPN/TC/45/2013 Rev2.0.
39	Apparatus cases (Half) made of 10 SWG sheets with miniature E Type Locks.	Drg No JBP/S&T/C/085
40	Electronic Interlocking for big yards	RDSO/SPN/203/2011 Ver.1 or latest

LIST OF SIGNALLING SPECIFICATIONS (IRS/BRS)

Specification No.	Description
IRS:S-105/2025 (Ver. 1.0)	Block Proving by Axle Counter (BPAC) using UFSBI (For double line and single Line)
IRS:S-104/2012 Ver.0	Universal Fail-safe Block Interface.
IRS:S-22/2016 Ver 1.0	Double Line Block Instrument.
RS:S-32/66	Push Button Type Single Line token less Block Instrument.
IRS:S-98/2001(Amd.3)	Single Line Token Less Block Instrument Handle type.
IRS:S-32-66	Push Button TLBI with UFSBI.
IRS:S-68/89	Filter Unit for Use in Conjunction with Block Instrument in 25 KV 50Hz, Ac Traction Areas.
IRS:S-76/89(Amd.3)	PVC Insulated Railway Signalling Indoor Single Core Cable.
IRS:S-76/89(Amd.3)	PVC Insulated Railway Signalling Indoor Multi Core Cable.
IRS:S-63/2014(Rev.4.0)	PVC Insulated Armoured, Unscreened, Underground Railway Signaling Cable.
IRS:S-26/64 DrgNo:SA-23840(Adv.)	Colour light Signal Unit/Housing: Multi Unit Type -Without Side Light & Colour light Signal Unit/ Housing: Shunt Signal-Position Light Type.
IRS:S-66/84Amd.1	Colour light Signal Unit/ Housing: Route Indicator Direction Type 5 Lamps Unit Arms (1 To 6 Way)
IRS:S-49/74(Amd.1)	Electric Point & Lock Detector.
IRS:S-21/2001	Electric Key Transmitter.
IRS:S-24/2002(Amd. -1)	Electric Point Machine (Non-Trailable Type)
IRS:S-37/2022 Ver 2.0 (Amd.3)	Motors For Electric Point Machine.
IRS:S-78/2006	Non-Deteriorating Type of Low Voltage Electric Fuses for Railway Signalling.
IRS:S-77/2006(Rev.1)	120/160/200 Way TAG Blocks for Signalling Installations.
IRS:S-75/2006(Rev.2)	ARA Terminal Blocks and Fuse Blocks-Made of PBT/ Polycarbonate.
IRS:S-79/92(Amd.2)	Multi way Isolating Terminal Blocks (Barrier Type) For Signalling Installations.
IRS:S-86/2000(Amd.4)	Battery Charger For Railway S&T Installations.
IRS:S-89/2013Ver.1.0	Track Feed Battery Charger.
IRS:S-93/96 (Amd.1)	Valve Regulated (Sealed) Lead Acid Stationary Battery Charger for Railway S&T Installations.
IRS:S-91/2014Ver1.0	Transformer – Rectifier Set for Railway S&T

	Installations.
IRS:S-95/96(Amd.1)	SITEL 'Primary Cells' (Dry, Avalanche Type) For Railway S&T Installations.
IRS:S-88/2004	Low Maintenance Lead Acid Stationary Secondary Cells For S&T Installations.
IRS:S-93/96(A) (Amd. 1	Valve Regulated (Sealed) Lead Acid Stationary Battery for Railway S&T Installations.
IRS:S-72/88(Amd.2)	TRANSFORMER 230/ 110 V, 1KVA to 5 KVA
IRS:S-96/2000	DC-DC Converter for Railway S&T Installations
IRS:S-82/92(Amd.2)	Inverter For Railway Signaling Installations For 'On-Line applications.
IRS:S-74/89(Amd.6)	Ferro Resonant Type Automatic AC Voltage Regulator for Railway Signalling Installations.
BRS:941ASTS/E/RELAYS/ AC LITLED SIGNAL/09-2002, Amdt. -1	Relays - Universal Plug-in type AC Lamp Proving Relay (M-to-C Contact) for LED Signal Lamp.
BRS:930& BRS:931A	Relays -'Q' Series Neutral Line (ACI & NON-ACI)
BRS:938A,939A,966 & Appendix F2 For 9 Ohm.	Relays– Plugin Type, Track Relay 9 & 4 Ohm (ACI & Non-ACI)
BRS: 930, 931A, 932A, 933A,934A,935A,937A,943,960	Relays–Special Type (Metal to Carbon)
IRS:S-46-74 Amd-1 (2017)	Relays - Neutral Line (Metal-to Metal Contact) , (ACI &Non-ACI) Relays – Special Type (Metal to Metal) Relay-Metal to Metal 110V AC LED ECR for LED Signal Lamp.
IRS:S-46	Relays–Point Contactor Unit.
IRS:S-31/80(Amd.1)	Relays –3-Position DC Polarized (Metal to Metal)
IRS:S-67/85(Amd-3)	Relay Contacts–SIG– (For 'Q' series plug-in type relays only))(Silver impregnated graphite contacts)
IRS:S-61/2000(Amd-3)	Fail Safe Electronic Time Delay Device for Railway Signalling.
IRS:S-65/83(Amdt3)	Choke Coil for single rail track circuits on 25 KV50 Hz Ac electrified sections. B-Type Choke
IRS:S-40/84withAmdt.1	Nylon Insulated Joints.
IRS:S-99/2006(Amdt-3)	Data logger system for Railway S&T Installations.
RDSO/SPN/153/2011Rev. 4.1	LED Signal-Lighting Units for Railway Signalling.
RDSO/SPN/199/2010Rev1.1	LED Signal Lamps for Main Color Light Signal For Railway Signalling.
RDSO/SPN/200/2010Rev-2.0	Battery operated LED Based Flashing Tail Lamp for

	Railway Vehicles.
RDSO/SPN/201/2010Ver.2.0	Fog Pilot Assistance System for Safety (Fog Pass)
RDSO/SPN/189/2004Rev.3.0	Modular Terminal Blocks, Fuse.
RDSO/SPN/165/2023 (Ver.4.0) with latest amendments.	SMPS Based Integrated Power Supply (IPS)

RDSO/SPN/256/2002	Earth Leakage Detector.
RDSO/SPN/197/2014, Ver.1.0	Code of practice for earthing and bonding system for Signaling equipments.
RDSO/SPN/173/2002(Amdt-2)	Fail- safe electronic flasher device.
RDSO/SPN/146/2001	Audio Frequency Track Circuit.
RDSO/SPN/177/2012(Ver.3)	Single Section Digital Axle Counter.
RDSO/SPN/177/2012(Ver.3)	High Availability Single Section Digital Axle Counter.
RDSO/SPN/191/2005(Ver.0)	DTMF Based Block Bell and Telephone Equipment.
RDSO/SPN/176/2013Ver.-3	Multi Section Digital Axle Counter.
RDSO/SPN-168/2005Rev.2	Thermo plastic Poly Urethane Insulators for Railway Signalling.
RDSO/SPN/203/2011 Ver.1.0	Electronic Interlocking for big yards
RDSO/SPN/196/2020 Ver.-4.0	KAVACH (Train Collision Avoidance System (TCAS)
RDSO/SPN/213/2014Ver.1.0	Advanced Auxiliary Warning System (AAWS)
RDSO/SPN/208/2012(Ver 2.0) With out hand generator.	Electric Lifting Barrier.
RDSO/SPN/217/2025 Ver. 3.1	Automatic Fire Detection & Alarm system for S&T installations.
RDOS/SPN/209/2012 Rev 2.0	Fuse Alarm/ Fuse Auto changeover system for use in Railway Signalling.
RDSO/SPN/208/2016	Fire Suppression System.

Chapter – 6

SPECIAL CONDITIONS (Signal & Telecom)

The Scope of work covered in this tender is for **Composite work of supply, Installation, Testing & Commissioning of Indoor and Outdoor Signaling Equipments, Power Supply Equipments, MSDAC, Track Circuit, Point Machines etc. along with construction of S&T service buildings, Provision of AT Supply for S&T Equipments and associated Electrical works in connection with the provision of Distributed Electronic Interlocking with one main cabin and one end cabin (OC) at KATNI JUNCTION Station of JABALPUR Division of WCR.**

1. The rates quoted in the offer by the tenderer will be inclusive of basic cost and all taxes including excise duty, sales tax, interstate tax, works contract tax, transport, loading, unloading charge, etc., wherever leviable, except service tax (if any). Octroi exemption certificates / forms for concessional sales tax and any other statutory duties shall be issued by the Railway in the name of contractor only, subject to this being permissible under prevailing relevant rules. No additional payment will be made, if the same is not honored by the concerned authorities.

2. The price quoted should be firm and **price variation clause (Not Applicable for this tender)**. Variation in Statutory levies and duties shall be permissible on production of documentary evidence. Towards this extent, the tenderer should indicate the percentage of components of those items in all-Inclusive quoted prices in the absence of which no increase in duties will be permissible.

3. The liability of the Railways to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of Contract goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the Tenderer has availed the said credit or not. The Tenderer shall pass on to the purchaser, such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supplies under MODVAT scheme by way of reduction of prices and advise in purchaser (Railway.) accordingly.

4. On specific circumstances if due to delay in inspection by RITES/RDSO or any other unforeseen reason like transporter strike, strike in manufacturer's factory etc., the material to be supplied by the contractor is delayed, such material may be issued to the contractor on purely loan basis if available in the concerned depot. However, this will not be contractor's right to get material on loan. Railway reserves the right to refuse to give the material on loan. Any delay in giving material on loan by the railway or refusal should not cause any delay in progress of work and the contractor cannot escape of his responsibilities in such case. Material on loan should be given only in exceptional cases, if decided by site engineer. If the contractor fails to return such material, the cost of such material will be recovered from the contractor as per railway rules.

5. GST Compliance: The said supplier of goods and/or services would be subject to GST Act and Rule as applicable from time to time.

6. Maintenance Period: -

The contractor shall satisfactorily supervise to maintain the work completed by him/her for the following period from the date of issue of work completion certificate: -

6.1 Table

S. N.	Item Type	Schedule Item Nos.	Warranty Period	Maintenance Period after completion of work and taking over by the Railways
1.	Electronic Interlocking	Schedule A-01	03 Yrs+02 Years (Additional Warranty)	05 Yrs
2.	Data Com Equipments	Schedule C-23,100,129,130,132,133,139,140,145,159,167 Schedule E-269,270,271,272	03 Yrs	03 Yrs
3.	LED	Schedule B-14,15,16,17,18,19. Schedule C-101	05 Yrs	05 Yrs
4.	Maintenance free earth	Schedule C-113 Schedule E-273	05 Yrs	05 Yrs

- For the S&T items given in table 6.1, the maintenance period is as mentioned against the specific item.
- For such items (table 6.1), As per GCC, Security Deposit to be released after the successful completion of the specific maintenance period mentioned above from the date of work completion certificate issued by the competent authority. However, to avoid the longer period for closing the work, Security Deposit may be released in lieu of the Bank Guarantee of equal amount on the **discretion of the competent authority**. (BG is being deposited to ensure the compliance of warranty by the contractor.)
- Whereas for all other S&T Items of Schedule A, B, C, D & E, security deposit will be released after the successful completion of maintenance period of One Year from the date of work completion certificate issued by the competent authority.

The contractor shall be responsible for supervising the maintenance of the same by Railways during the period of maintenance. If Any lacuna noticed in the functioning of the System/Equipments as a result of any faulty execution, the faults of the work shall be rectified by the contractor at his own cost. For this purpose, the Contractor will take prompt action on receipt of instructions from Engineer-in-charge.

7. MATERIAL AND WORKMANSHIP: -

- All the materials and workmanship used in this work shall be of extremely good Quality and high class in every respect and it expected to give trouble free service.
- The equipments / materials as per RDSO specifications are to be procured from the RDSO approved sources.
- Equipments/ materials in the schedule as per IS specification shall be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled items, the equipment/ material is to be

procured from Manufacturers of repute/their authorized dealers after approval of Engineer in charge before supply.

i) Equipments/ materials in the schedule where RDSO/IS specification has not been stipulated, shall be procured from manufacturers of repute /their Authorized dealers after approval of Engineer in charge before supply.

ii) Mechanical Signaling items are to be procured from valid recommended list of firms for manufacturer and supply of mechanical signaling items, issued by RDSO Lucknow.

iii) All the materials should be strictly as per specification mentioned. Contractor shall supply all the Signalling & Telecom materials (to be supplied as per schedule) at the **SSE/Tele/M/KATNI depot at Katni Junction of Jabalpur Division**. The loading, unloading and transportation of these materials from the Depot to the site of the work at a later stage will have to be done by contractor at his own cost. The security of the material brought to the site of the work will remain with the contractor. **The Contractor will have to furnish a Bank Guarantee from a Nationalized/ Scheduled Bank for an equivalent amount before the payment is claimed for such materials.**

iv) Materials required to carry out of this work, if supplied by the Railways, will be issued from the nominated Depots. The contractor will have to load, transport these materials to the site of the work and unload the material at his own cost. Empty cable drums and balance materials after completion of work, if any should be returned back at the Depot from which it has been issued i.e. **SSE/Tele/M/KATNI depot at Katni Junction of Jabalpur Division**

v) The Contractor will have to furnish a Bank Guarantee issued by Nationalized Bank of 15% of CA value for the Security of the Railway material issued to him. The Indemnity Bond will be released after commissioning of work and when all balance material is returned by the contractor to the nominated depot.

vi) The contractor shall warrant that every equipment supplied shall be free from defects and faults in design, material, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered.

vii) The Guarantee/ warranty/Maintenance period will be one year from Commissioning of work.

viii) If, equipment/component fails under Guarantee/ warranty/ Maintenance period, the same shall be attended & rectified by the contractor immediately within 03 days. If the failure is not attended & rectified by the contractor within the specified time of 3 days, after 03 days from the date of communicating failure by the Railway official by means of instructions including Fax/ POST/ SMS/ email to contractor/ his authorized representative, penalty will be imposed @ Rs.1,000/- per day till rectification of the failure subject to maximum of Rs. 10,000/- per incidence. However, depending on the urgency same may be rectified by Railway temporarily. Railway Engineers decisions in this regard shall be final & binding to the contractor.

ix) During warranty period all modules/ cards and parts which have turned defective/ exhausted their life period shall be repaired/ replaced free of cost within shortest possible time.

x) Since the essence of the equipment being provided is the reliability for trouble free working at site, the Contractor shall confirm that in case the equipment provided do not meet the Railways requirement & end objective, they shall take away the equipment at no cost to the Railways. Any payment done by Railways shall be refunded back.

xi) Material should be supplied in progressive manner as per requirement at site.

8.(1) Provision of Efficient and Competent Staff at Work Sites by the Contractor:

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

(ii) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

(iii) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause of these conditions.

(iv) The Contractor shall provide efficient supervisor at each site during execution work, as per the quantum of work at site. He will give the necessary directions to his workmen and to see that they execute their work in sound, good quality & proper manner. The contractor shall employ only such supervisor, for the execution of any of these works as are careful and skilled in the various trades. Further, in case the contractor fails to provide the efficient supervisor, shall be liable to pay penalty for the default period for the provisions as contained in the para as mentioned. **(Refer: Chapter 3, Para:21- B of Excerpts of SGCC in Part-1 of tender document)**

Note: Vide HQ's letter no. WCR/N-HQ/150/Works/1, 2 & 3 dated 03/07/2014 following policy has been adopted Against submission of Bank Guaranty towards issue of materials. FA & CAO concurred the policy and conveyed vide their office letter no. HQ/AC/FX/S&T/Misc./ dtd. 09/04/2015 and GM sanctioned communicated by HQ vide their office letter no. WCR/NHQ/150/Works/1, 2 & 3 dated 01/06/2015.

a) For works contract of value exceeding 50 lakhs, (in which MEC is applicable) Indemnity bond of contract value should be taken for issue of material to contractor and thus no requirement of Bank Guarantee for this purpose.

b) For works contract of value less than 50 lakhs B.G. of value of 15% of CA value, should be taken as material bank guarantee.

9) The cost of transit insurance required as per rules will be borne by the contractor.

10) Cable laying work will be generally done according to the details of Cable route Plan and instruction issued by Dy. CSTE/Project/JBP (In charge of the work). Before cable laying is permitted, joint inspection of trench and protection works has to be carried out jointly by Railway representative and contractor representative.

Whenever the dimensions of cable Trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions or site conditions, then payments will be made on a pro-rata

basis, for the dimensions achieved. The specific approval of the Engineer in charge of the work Dy. CSTE/Project/JBP (not below the rank of JAG Officer) will be required for such dispensation.

A certificate has to be prepared & jointly signed for hard soil/murram and making of cable way in rocky area in such cases, as per Annexure: XXIX & Annexure: XXX to be kept in record.

11. AXLE COUNTER WORK (MSDAC & SSDAC): -

i) Works are required to be done by the Contractor: -

- a) System design for track section occupation and clearance with digital axle counting system. The Axle Counter system should work on 4/6 quad cable 0.9mm Dia as per IRS specifications.
- b) Supply of complete equipment and accessories for providing the number of systems as mentioned in the Tender Schedule.
- c) Supply of complete software for the axle counting system including its integration as per existing yard and fault diagnosing.
- d) Supply of documentation required for obtaining Technical System Application approval for the system.
- d) Training of Railway's staff in software & hardware to enable maintenance of the system.
- e) Installation, testing & commissioning of digital axle counting equipments along with track side equipments, wheel detection points etc. This includes supply & installation of housing for EJB as per manufacturer's specifications near track detection point.
- f) Supply of technical documentation & drawing.
- g) Contractor shall specify the power requirement in terms of voltage and wattage for the axle counter system.
- h) Supply, installation, wiring of the final track proving relay of section monitored by axle counter and auto resetting circuit through parallel Track circuit will be done by contractor. This also includes supply, installation of Reset boxes, LV boxes and other required accessories.

ii) TRAINING

Training of Railway's staff in software & hardware to enable maintenance of the system. **A period of 15 man-days is contemplated by the railways.** Record of the training to be maintained duly signed by the staff which undertook training. Contractors to indicate the adequacy or otherwise of the duration, plate of training, co-ordination required, lodging of the trainees etc. The quality of input should be of such a level that at the end of the training the Railway officials should be able to install/commission the equipment in similar or modified layout, do the necessary software and hardware changes required in future the configuration and also organize, locate and rectify the faults besides maintenance. They shall be trained in all aspects of system design, engineering, inspection, testing, execution, commissioning, fault diagnosis operation and maintenance of the system as whole and also all constituent equipments. -

The cost of travel to the place of training and return of Railway Personnel deputed for training shall be borne by Railways. **Cost of training if any shall be borne by the contractor.**

iii) TECHNICAL REQUIREMENTS & SPECIFICATION:

- a) The Axle counter system to be supplied against the tender should be approved/cross approved by RDSO and procured from RDSO approved/cross approved firms.
- b) Installation, testing & commissioning of digital axle counter system should be done either by RDSO approved manufacturer or with the involvement and technical expertise of RDSO approved manufacturer.
- c) The system shall comply with RDSO Specification No. **RDSO/SPN/176/2013(Ver3.0)** or latest for Multi Section Digital Axle Counter System and **RDSO/SPN/177/2012(Ver3.0)** for Single Section Digital axle counter system.

- d) Axle counter & Data Transmission systems shall be complete with mounting racks, bases, power supply cards and relay interfaces etc. and wiring and installation material required for the work.
- e) The Earthing arrangement required for the axle counter system shall be arranged by the Contractor as per recommendation of OEM / RDSO and the value of earth resistance shall be as specified by the manufacturer/RDSO.
- f) The wheel detection points shall be required to be mounted on 60/52 kg/90R rails of 72/90 UTS.
Wheel detection points for MSDAC shall be clamp type drill free arrangement.
- g) The equipment shall withstand the shocks and vibrations under field conditions.
- h) It should be possible to modify the system configuration to suit Yard layout changes at a later stage.
- i) Cable provided along with transmitter/receiver coils should be of adequate length to connect to the track side electronics. The housing for EJB/Track side electronics as per manufacturer's specifications near track detection point to be provided by the contractor. The connecting cable must be duly protected by DWC/HDPE pipe as per recommendation of manufacturer/ RDSO.
- j) Reset box should be with security key and electro-mechanical counters for indicating the number of resets. It should have feature with reset box in ASM's rooms of adjacent stations and co-operation button outside ASM's room at location from where track section to be reset is clearly visible.
- k) Contractor shall specify the complete list of items offered under tool kit. Contractor shall specifically mention that the list of items given in Tool Kit is adequate to install and maintain the digital axle counter system as per recommendation of manufacturer. If any other tool is found needed later on during the installation it shall be provided by the contractor free of cost.
- l) Final vital relay and reset relay as per manufacture specification should be supplied along with the equipment for no. of track section as asked.

12. The Contractor shall employ sufficient technical, non-technical manpower and labour to complete the work within specified time to the entire satisfaction of engineer in-charge.

13. PAYMENT Clause: -

PAYMENT CONDITIONS RUNNING PAYMENT FOR MATERIAL BROUGHT TO SITE AND EXECUTION OF THE WORK (For S&T, Civil and Electrical General works):

Payment of on account bill for the Tendered work will be arranged by the Engineer in charge of work through the associate Accounts Officer.

(a) For Supply items having separate execution items: –

- (i) **70%** of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and delivery challan/ receipt order by the nominated consignee. Similarly, payments for items which are to be inspected by consignee, shall be released only upon submission of performance/test and guarantee/ warranty certificate issued by the Original Equipment Manufacturer.
- (ii) **10%** of the accepted cost (in addition to **the 70%** released above) shall be paid after installation/ erection, of each system
- (iii) Balance **10%** of the accepted cost (in addition to the **80%** released above) shall be paid after successful commissioning of each system.

Balance **10%** of the accepted cost (in addition to **90%** released above) shall be paid after submission of completion document and approval of the same by Railways.

(b) For Supply items having no execution items: -

- (i) **90%** of accepted cost of material supplied will be paid for spares and for items, which are not required to be installed by the contractor, on receipt of the equipment subject to furnishing of Inspection certificate and receipt ordered, by the nominated consignee.
- (ii) Balance **10%** of the accepted cost (in addition to **90%** released above) shall be paid after submission of completion document and approval of the same by Railways.

(c) For items having execution only: -

- (i) **80%** of the accepted cost shall be paid after execution/ installation / erection, of each system
- (ii) Balance **10%** of the accepted cost (in addition to the **80%** released above) shall be paid after successful commissioning of each system.
- (iii) Balance **10%** of the accepted cost (in addition to **90%** released above) shall be paid after submission of completion document and approval of the same by Railways.

(d) For Supply and Execution/ installation (Composite) items: -

- (i) **60%** of the accepted cost of material supplied for which installation is to be done by the contractor will be paid on receipt of the material at the duly inspected by the inspecting authority subject to furnishing the inspection certificates.
- (ii) **20%** of the accepted cost of the material supplied for which installation is to be done by the contractor will be paid after the installation of material. If after **12 months** of supply, in case railway fails to get the material installed due to site conditions, the **10%** payment (in addition to 60% payment above) will be released.
- (iii) Balance **10 %** of the accepted cost of materials for which installation is to be done by the contractor will be paid after the final commissioning of the work and acceptance certificate issued by the Railways. If not commissioned due to any reason, then no amount against supply will be paid.
- (iv) Balance **10%** of the accepted cost (in addition to **90%** released above) shall be paid after submission of completion document and approval of the same by Railways.
- (v) However, the payment can be released against bank guarantee of equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than **6 months** after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.

NOTE: Commissioning of work as referred above implied commissioning of work station/ gate wise.

1. Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards sales tax, work contract tax, the same will be deducted in addition to the income tax and remitted to the concerned authority.
2. No payment will be released for installation of materials which have been supplied by Railways in urgency to complete the work without waiting for receipt of Contractor's supply.
3. The Contractor may please note that in case agreement value is exceeded due to variation in quantity during execution of work, reductions in accordance with Clause 42 (2) of SGCC, 2022 will be made from the bills accordingly.
4. Penalty may be imposed on the contractor for poor quality of work pointed out during inspection of Railways officials. Penalty shall be deducted from subsequent bills. Such works shall be re-executed by the contractor with no additional payment.

The Railway reserves the right to split/delete certain items of the tender without assigning any reason.

14. General

(a) These special conditions and the work schedule shall govern the work to be executed under this contract in addition to and/or in part super session of the general conditions of the contract and standard specifications as laid down and amended time to time up to correction slip shown earlier.

(b) Where there is any conflict between these special conditions of contract on one hand and standard specification and general conditions of contract of W.C. Railway on the other hand the former shall prevail.

(c) Any, special conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the railway.

15. OTHERS: -

1. The Bank guarantee bonds submitted by the Tenderer against the security of the material issued to him for execution of work shall be released only after the commissioning of the work.

2. Price variation clause shall not be applicable to this tender.

3. All the consumables and sundry installation materials required for execution of this work like Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed as per the detailed schedule will have to be brought by the Contractor at his own cost. All necessary materials for casting will be supplied by the contractor.

4. Cement & Steel for use in the works should be procured by the Contractor at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable.

5. Cement shall of 43 grade Portland conforming to IS Spec. 8112 (latest) of L&T/Birla/ACC/Raymond/Jaypee/Grasim/Ambuja make. The cement will be in bags and bear the following information in legible markings:

- (i) Manufacturers name
- (ii) Regd. trade mark of manufacturer if any
- (iii) Type of cement, weight of each bag in Kgs. or nos. of bags / ton.
- (iv) Date of manufacture generally marked as week of the year/year of manufacture.

6. a) Signaling Plans like SIP, RSP, VDU diagram, ST/LT, wiring diagrams, application logic etc., shall have name and designation of all officials plotting, preparing and approving the plans. The date shall also be mentioned while signing the plans. This shall be applicable for all the sheets of drawings

b) In case these plans are prepared by contractor, then in addition to name and designation of designer, their contact mobile no. shall also be mentioned in the plans.

c) These guidelines are also applicable for plans prepared by RVNL, IRCON, RITES etc.

7. The contractor shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given.

However, Railways take no guarantee for this facility. Free power will be given for installation work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Genset / electrical power.

8. The contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site in charge.

9. All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the contractor at his own cost.

10. The Railway Officers / staff will be associated with the Testing & commissioning of the work.

11. Installation practices of all signaling gears should be as per the signal Engineering Manual (New) and to suit the latest correction slips and W.C. Rly practices in vogue.

12. The contractor shall comply with the provision of payment of wages act and the minimum wages act or any other rules made there under as amended from time to time in respect of all employees employed by him in connection with this Contract. Payment of all labours provided by the contractor should be made as per provision of payment of minimum wages act and **wage/salary of labour should be paid through bank.**

13. The contractor shall apply for temporary electrical connection if required for work or labour house hold. Railway is not liable to provide any electrical connection.

16. MAINTENANCE OF REGISTERS AT WORK SITE:

At the work site, following registers should be maintained by Railway representative for better management (As per Annexure- XVIII of tender document)

i) **Site Order Register:** The instructions given to the contractor will be recorded in this register. Contractor or his site supervisor should acknowledge the same and comply it promptly.

ii) **Material Register:** This register will be maintained to record daily receipt and consumption of material.

iii) **Log book of events/Program Register:** All events to be chronologically logged in this register date wise. The movement of firm representative along with details of works carried out, fault rectified, repair done etc. shall be recorded in this register.

iv) **Material passing register:** Material required for execution of work (like nuts, bolts, bricks, sand, cement, ballast, paints etc.) & received directly at site but not inspected by RDSO/RITES/TPA/Consignee, shall be entered in this register & passed and used at site after inspection of supervisor in charge at site. Contractor will nominate his site supervisor, who will acknowledge the instructions/records in above registers and take all necessary actions promptly for their compliance.

17. FAT testing of the station for application logic Bit list.ST/LT and square sheet shall be handed over to firm. The firm shall start the FAT testing. In case any ATIR arises while testing same will be communicated to the OEM for rectification through Railways and updated application Logic shall be submitted by OEM. Subsequently FAT testing shall again be conducted on the updated application logic. After rectification of all the issues encountered during FAT firm shall issue FAT testing certificate duly signed by IRSTELO license holder duly indicating their license number.

APPENDIX TO SPECIAL CONDITIONS OF TENDER.

i). DY. Chief Signal & Telecom Engineer (Project), WCR, Jabalpur will be the Engineer-in-charge of the work.

ii). DY. FA&CAO/Construction, W.C. Rly, Jabalpur will be the Associate Finance Officer.

iii). Senior Section Engineer (Tele.)/M/KATNI Store, Jabalpur Division, W. C. Rly at Katni Junction will be the nominated Depot for the Signalling & Telecom Stores materials. SSE/S/P/JBP shall be consignee for inspection of materials.

v). The Engineer - in- charge of the work will nominate the Field Officer and Site Supervisor for the stores and execution of work.

*****End of S&T Part*****

Chapter – 7

SPECIAL CONDITIONS (Electrical General)

Note:

1.	Any schedule quantity if found necessary to be operated at other location other than the location in this tender work, can be changed as per the discretion of the officer in charge of the work.
2.	The quantities mentioned in the schedule are approximate and are meant to give tenderers (s) an idea of the quantum of work involved.
3.	The Railway reserve the right to increase/ decrease the above quantities added or delete from any of the items.
4.	The tenderer shall be presumed to have seen site/locations and read all the papers attached in the tender booklet.
5.	All the rates should be inclusive of all taxes & duties.
6.	Tenderers/contractors must submit their credentials along with the tender document before opening of the tender and no documents shall be allowed after opening of tender.

(A) Special Conditions of contract for Electrical General Part:

1. The Electrical General tender schedule shall be read in conjunction with the explanatory notes and technical specification.
2. The Electrical General Supervisor for the works shall be nominated by Sr.DEE(G)JBP. The measurement of electrical General works will be done by the nominated Electrical supervisor only.
3. The Electrical General work shall be carried out under the Supervision of the Electrical department. Necessary measurement of Electrical General works executed ***shall be done by Electrical General Supervisor*** and test check done by officer nominated by Sr.DEE (G) JBP.
4. No Electrical fitting/wires/cables/machine/equipment will be allowed to be fixed till it is approved by authorized engineer (of/or) Sr.DEE (G) JBP.
5. LED luminaries have five-year warranty/guarantee. Delay in replacement on account of defect beyond 10 days, a Penalty of Rs 5 per day per fitting will be charged and will be deducted from SD.
6. **Electrical Licence Condition:** As per CEE/JBP's office letter no WCR/L/10/Tender policy/61394 dtd: 23.07.2015 which stated that "***The contractor will ensure to carry out electrical work either by himself if he has a valid electrical license or through any sub-contractor who has a valid electrical license. The contractor will submit a certified copy of electrical license or will submit an affidavit at the tender stage that he will deploy electrical sub- contractor with the valid electrical license. The above will be submitted before execution of electrical work.***"

7. The tenderer shall visit the site before filling of tender forms, so as to have a clear idea of location, infringements and other topography of location in respect of quantum of work involved and then only he shall quote. It shall be presumed that participants in this tender have seen the site before quoting their offer.
8. The identity card should be issued to the contract labourers nominated to work in the railway premises by the contractor, indicating Contract No., Name of the person, place of work etc. If identity card is not issued to contract labourers, labours will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.
9. If not specified elsewhere in this tender booklet, then manufacturer's test certificate, proof of manufacture by approved manufacturer /brand, proof of placement of order by the contractor on approved manufacturer, and certificate of conformity of product to relevant IS specification of manufacturer shall be supplied by the contractor in original for the items if considered necessary by the Engineer for EIG sanction.
10. The site plan for all the stations will be made available to the successful tenderer at the time of execution of the work.
11. After visiting the site before quoting in tender any other material; if considered necessary; by the contractor for successful completion of work, which is not included in the tender schedule, may be quoted separately with full details and justification for consideration of the purchaser. Later, on award of work to successful tenderer, no dispute shall be entertained by Railway, if nothing is quoted as per this point.
12. Successful tenderer shall ensure supply of all items as per relevant IS, if Railway Specification is not provided and shall show/bring his own IS as and when demanded by Railway representative. If Railway specification contains reference to IS specifications, then also, above shall apply.
13. **GUARANTEE:**
 - (a) The contractor shall guarantee satisfactory working of the installations erected by him for a period of 12 (Twelve) months except LED items from the date of commissioning.
For LED fittings etc., the guarantee period will be 5 years from the date of commissioning, till then the complete SD (Security Deposit) pertaining to Electrical General portion of work will be kept with Railways.
 - (b) During the period of guarantee, the contractor shall be liable for the replacement at site of any parts which may be found defective, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so, required by him at his (contractor's) own expenses. The lamp, chokes/ballast are to be maintained by the contractor for one year within guarantee period.
 - (c) The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser. During the period of guarantee the contractor shall keep available an experienced engineer and necessary equipment to attend to any defects.
14. **Inspection:**

All the erection and installation work shall be subject to inspection by the purchaser from time to time during execution to ensure that the work is done in accordance with technical data, drawings and is of the best quality suitable for the purpose. All the defects / discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.

1. As soon as the erection of the installations in each location is ready for inspection, testing & commissioning, the contractor shall advise to Dy. CSTE/Project/JBP or his representative who will advise Sr.DEE(G) JBP or his representative for inspection of the work and processing the MB.
2. After completion, the following tests shall be carried out before putting the installation into service: Insulation resistance, Earth continuity and its resistance & various other if required for EIG.
3. On completion, a certificate in a prescribed form shall be furnished by the contractor with counter signature by the “licensed supervisor” of the contractor.

List for GS items and their IS

* These Items should be BEE 5 Star or more rated.

Sl. No.	Items	IS
1	AC Unit Package type*	8148:1991
2	AC Unit Split type*	1391(Part-2):1992
3	AC Unit Window type*	1391(Part-1):1992
4	Air Break Isolators & Earthing Switch	9921-1972 (Part-3) 1982 (Part-4)1985
5	Battery Charger for VRLA and Lead Acid battery as per RDSO Specn no. RDSO/PE/SPEC/AC/0008 (Rev-1) Aug-2004.	--
5A	Battery Charger for other than battery room for Train Lighting/AC.	IS: 2026 IS: 3895
6	Cable Joints & Terminations – HT PVC, PILC, XLPE	13573:1992
7	Cables HT XLPE insulated	7098 (part-2) 1985/ 1995
8	Cables LT XLPE insulated	7098 (Part-1)1988
9	Cables LT PVC insulated	1554 (Part-1) 1988
10	Cables LT PVC insulated single & multicore	694:1990
11	Cables, Lugs & accessories for Electrical General Services	8309:1993/ 1998
12	Capacitors: Electric discharge lamp	1569: 1976 / 1998
13	Capacitors: Fans and motors	1709:1990
14	Capacitors: PF correction for Electrical General Services	IS:13340/93 IS:13341/92
15	Ceiling fans*	374: 1966 1976/1988
16	Circuit Breaker-MCB for Electrical General Services	8828:1978, 1996

17	Circuit Breaker-MCCB for Electrical General Services	2516 superseded by 13947 (Part-1&5/sec-1) 1993
18	Circuit Breaker-SF6/VCB for Electrical General Services	IS: 3427 for VCB
18A	ACB- LT, 11 kV	IS:13118/1991 IS:13947/1993
19	DG sets – Portable	IS:13364 (Part-1)/92 for Alternator IS:1001/91 for Diesel Engine
19A	DG Engine	IS:13364
19B	Alternator for DG Set	IS:4722/2001 IS:4728/1975
20	Electro Magnetic Relay for Electrical General Services	3231-1965: 3231 (Part 2/sec 1&3) 1987 & (Part-3/sec4) 1987/1999
21	Electronic Choke 36/40W	7027-1984

* Item should be BEE 3Star or more rated.

22	Electronic Fan Regulator	11037:1984 /1993
23	Induction Motor	IS:235/96 IS:12615/2004
24	Instrument Transformers – CT/PT	IS: 2705 (Part)/92
25	Lamps: CFL	IES:968/ 988 & 969/988
26	Lamps: FL Tube T-8, T-12	2418 & (Part-II) & Part-IV – 1977
26A	Lamps: FL Tube T-5	2418 & (Part-II) & Part-IV – 1977
27	Lamps _ Metal Halide	Not available
28	Lamps – HPSV	9974(Part-i): 1983
29	LT switchgear & control gears contractors and motor starters	IS:13947 (Part-1) /1993 IS:13947 (Part-4) /1993
30	Luminaires	2149:1070 superseded by 10322 Part-5-1985/1987 10322 (Part 2 & 3) 1984
31	Measuring Instrument Analog/Digital	1248:1984 (Part 3) 1983 (Part-8) 1984
32	Pumps – Centrifugal & Monoblock	1520:1980
33	Pumps – Sewage	5600:1970/1997
34	Pumps – Submersible* and Open Well type	IS: 8034/2002 for submersible pump sets IS:14220/1994 for open well submersible pump

		sets
35	Pumps – Vertical Turbine	1710:1989
36	Switch Fuse Unit single & three phase	4047 superseded by 13947 (Part 3) 1993
37	Timers – Electronic solid state	5834:1991
38	Transformer Distribution above 500kVA	5834:1991
39	Transformers – Distribution up to 500kVA *+	1180:1993 up to 100kVA only
40	Transformer Power	2026: 1991 & (Part-IV) 1977
41	Voltage stabilizers	11260:1985
42	Water coolers	1475: 1978
43	Transformer – Dry type	11171:1985
44	HRC FUSES (Only for OSM not for TL/AC)	13703 (Pt.1 & 2/Sec 2/1993)

* Item should be BEE 3 star or more rated up to 20 HP. Firms manufacturing pumps of BEE 3 star or more rated beyond 20 HP shall also be considered

*+ Item should be BEE 3Star or more rated.

Sl. No.	Items	IS
45	Electrical accessories (Piano switch, Plugs & sockets, ceiling rose, angle holder, bell, buzzers, adaptors, connectors, holders)	IS:3854/88 for switches IS:1293/88 for plugs & sockets IS: 371/79 for ceiling rose IS: 1258/79 for lamp holder Bakelite
46	Solar lighting system for unmanned crossing gate and general service purpose	IS-12834, 12763, 12761 Part-1
47	High mast/ Light Pole	High Mast IS:875 (Part-3), BSTN-10025/1993, CPE III TRT/1996 of ILE UK. Octagonal Pole S355JO. Galvanization IS:2629 BSEN ISO-1461
48	UPS /Inverter	IS: 13314/92 for Inverter IS:11260/85 for Voltage Stabilizer
49	Tubes & their luminaries as per RDSO Spec no. RDSO/PE/SPEC/PS/D/0100(Rev-0)-2008	--
50	PSS/CSS with HT/LT switch gear, transformer and connected accessories.	1117/85 for dry type transformer.
51	Rotary Switches, Selector Switches	Relevant

52	Exhaust fan/Air Circulator/bracket & pedestal fans/ceiling fan	374/79 for ceiling fan, 2312/63 for Exhaust fan.
53	Electronic Energy Meter	13779/1999 IEC:62053-21
54	GI/MS Pipe	1239 (Part-I)/90
55	GEYSERS	2082/93
56	Lifts & Escalators	14665/2000
57	LEDs Luminaries	IEC- 60529, 60571, 61000, BS-13760
58	Solar water Heaters	IS- 12933: 2003
59	Solar Distilled Water Plants	Relevant
60	Energy savers used for lighting loads as per RDSO Spec no. RDSO/PE/SPEC/PE/0083 (Rev-0)-2008	Relevant
61	PVC Conduit pipe & Casing capping for electrical wiring.	9537/93
62	Aluminum Ladders	4571/1977
63	Air Curtain.	Relevant
64	LT distribution board	IEC 60439/60364
65	Insulator LT & HT	Relevant
66	D.G. set bulk	Relevant
67	Rechargeable batt. other than TL/AC	Relevant
68	Bell Buzzer	IS: 2268/1988 or latest.
69	GI Pipes	IS 1239 Part I 2004

- NOTE:** i) Item which are covered under RDSO approved list to be procured as per RDSO list.
- (ii) Item which are having star rating (BEE certified) to be procured as per Railway Board's guidelines (Ref. no. 2006/Elect (G)/150/5 dated 13.8.2007).
- (iii) All the materials to be used in the work shall comply to relevant IS/ISI/CE codes and prior approval for items against this tender to be taken from competent authority.
- (iv) As per Dy CEE(G) WCR letter no WCR/L/02/1106 DATED 17.06.2025 Bureau of Energy Efficiency (BEE) has covered 11 mandatory Electrical equipment/appliances namely, the frost-free Refrigerator. Stationary Storage Type Electric Water Heater, Color TV, Room Air Conditioner (Variable Speed). Tubular Fluorescent Lamps (TFL), LED Lamps, Room Air Conditioner (Fixed Speed). Deep Freezers, Ultra-High Definition (UHD) Televisions, Direct Cool Refrigerator, and Ceiling Fan for which we must strictly follow the Standard & Labeling Program of BEE. To ascertain the Standard & Labeling Program, periodical check testing activity (to ensure that product models meet the performance claims on the label) is conducted by BEE and results thereof updated on BEE's web site. Procurement of 11 mandatory Electrical equipment/appliances specially ACs, strictly as per specifications (capacity in tonnage and star labelling) mentioned in the indent which must not only fall in the range of Nominal Marketing Capacity/Rated Cooling Capacity and within tolerance limit but also comply the cooling capacity and star labelling (value of ISEER) as per latest guidelines and results of test checks indicated at

Explanatory Notes of Schedule 'G' items of Tender (Electrical General)

KTE A & KTE B for replacement of old outlived interlocking by distributed electronic interlocking.

Item no.1 As per details mentioned in the tender document & panel design with the approval of competent authority, accepted make of Legrand, ABB, L&T, Schnider, Hager, Simens make or equivalent, Panel should be connected with 2 separate earthing by GI strip

Item no.2 As per details mentioned in the tender document with the approval of competent authority accepted make of Legrand, ABB, L&T, Schnider, Hager, Simens make or equivalent

Item no.3 As per details mentioned in the tender document and with the approval of competent authority accepted make of Legrand, ABB, L&T, Schnider, Hager, Simens make or equivalent

Item no.4 As per detail given in tender schedule with the approval of competent authority accepted make of Atomberg, Usha, Bajaj, Havells or similar.

Item no.5 As per detail given in tender schedule with the approval of competent authority accepted make of Atomberg, Usha, Bajaj, Havells or similar.

Item no.6 Point Wiring: This includes provision of wiring [L & N and earth from MDB/SDB/ Board to light & fan control board and provision of control switch on common light and fan control board , together with wiring from control board to ceiling rose and provision of ceiling rose on board ; with earth continuity wire; independent for each fitting. Cost of this item is inclusive of distributed cost of common board (i.e. Modular Board with all accessories) & wiring from MDB/SDB/Board to common board in addition to items specifically mentioned.

Note. This include cost of all accessories of Modular Board as per guidance of Concern SSE.

Item no.7 Circuit wiring with 2x2.5 sqmm copper multistranded wires (SDB panel to SB) and copper wire 1.5 sqmm green in color for earth(2x2.5 Sq mm +1x1.5 Sq mm) ,wire shall be supplied after approval of competent authority .Accepted make- KEI,RR Cable, Finolex, Polycab, or equivalent.

Item no.8 Circuit wiring with 2x4 sqmm copper multistranded wires (SDB panel to SB) and copper wire 2.5 sqmm green in color for earth(2x4 Sq mm +1x2.5 Sq mm), wire shall be supplied after approval of competent authority Accepted make- KEI,RR Cable, Finolex, Polycab, or equivalent.

Item no.9 Circuit wiring with 2x6 sqmm copper multistranded wires (SDB panel to SB) and copper wire 2.5 sqmm green in color for earth(2x6 Sq mm +1x2.5 Sq mm), wire shall be supplied after approval of competent authority Accepted make- KEI,RR Cable, Finolex, Polycab, or equivalent.

Item no.10 As per detail given in tender schedule with the approval of competent authority accepted make of Legrand, ABB, L&T, Schnider, Hager, Simens or equivalent.

Item no.11 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.12 6A 5/3 pin socket point on fan and light control board.: This includes provision of wiring [L & N and earth] from MDB/SDB/ Board to light & fan control board and provision of control switch on common light and fan control board , together with 3/5 pin socket of 6 Amp. and connections. Wires shall run in casing caping/concealed/in conduit as per site requirement. Cost of this item is inclusive of distributed cost of common board (i.e. Modular Board with all accessories) & wiring to common board in addition to items specifically mentioned . Accepted make- ABB, Legrand, L&T, Schneider .Great white or equivalent **Note.** This include cost of all accessories of Modular Board as per guidance of Concern SSE.

Item no.13 5A 5/3 pin socket point on fan and light control board.: This includes provision of wiring [L & N and earth] from MDB/SDB/ Board to light & fan control board and provision of control switch on common light and fan control board , together with 3/5 pin socket of 6 Amp. and connections. Wires shall run in casing caping/concealed/in conduit as per site requirement. Cost of this item is inclusive of distributed cost of common board (i.e. Modular Board with all accessories) & wiring to common board in addition to items specifically mentioned. Accepted make- ABB, Legrand, L&T, Schneider .Great

white or equivalent **Note.** This include cost of all accessories of Modular Board as per guidance of Concern SSE.

Item no.14 16A 5/6/3 pin socket point on separate circuit and board.: Circuit wiring from SDB to modular switch board 16A 5/6/3 pin switch, socket & fuse point on separate circuit and board using 4 sqmm multistrand copper wires PVC insulated, including supply of combined switch, socket & fuse unit. Wires shall run in casing capping/concealed/in conduit as per site requirement. Cost of this item is inclusive of distributed cost of common board (i.e. Modular Board with all accessories) & wiring to common board in addition to items specifically mentioned Accepted make- ABB, Legrand, L&T, Schneider. Great white or equivalent. **Note.** This include cost of all accessories of Modular Board as per guidance of Concern SSE.

Item no.15 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.16 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.17 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.18 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.19 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.20 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.21 Cable laying on wall/pipe/pole/in air by fixing using saddles/ wires/ cable-ties, nuts, bolts, crews or nails as per site requirement. The LT cable shall be laid in air (where service tapings to be used) with angle of 40 x 40 x 5 mm grouted/ supported with suitable bolts, nuts/screws etc. The cable shall be stretched along with GI wire, taken separately in other item, on eye bolt full threaded 6" x 1/2" and suitable porcelain shackle/reel insulators etc.

Item no.22 As per detail given in tender schedule with the approval of competent authority BEE Certificate of the item shall be provided.

Item no.23 As per detail given in tender schedule with the approval of competent authority BEE Certificate of the item shall be provided.

Item no.24 As per detail given in tender schedule with the approval of competent authority accepted make of Legrand, ABB, L&T, Schnider, Hager, Simens or equivalent.

Item no.25 Pipe earthing: Supply of material for Earthing pit as per IS-3043, Erection includes excavation of earth, filling of salt, charcoal, GI pipe (48.4 mm OD & approx. 41.9 ID) with funnel at top with cast iron cover having handle and cement concrete chamber etc. as per IS latest with inscription legibility of 1R value on top of earth pit chamber with serial no-etc. Then testing with earth tester. Make of pipe should be Jindal, Tata, Surya or equivalent.

Item no.26 This involves cutting of trench of minimum depth of 1000 mm and width of 150 mm or as directed by engineer laying of cable inside pipe filing of trench with cement concrete of ratio 1:3:6. And finishing with matching surface in Concrete area and filled track as earlier.

Item no.27 Cable laying Double in earth. The cable shall be supplied by Railways free of cost from depot at JBP which shall have to be transported and then its laying. This involves Excavation of 1000mm deep trench in soil/hard murrum/tar road/below Railway track . Then the bottom of the trench should be levelled, freed from stones / sharp edges of rocks. Then lay a bed of 75mm thick fine sand at bottom of the trench. After this the cable shall be laid and then to be covered with both side by bricks, thereafter sand to be filled on the cable by 75mm thick layer followed with final covering top side by bricks. The rest of the trench to be refilled by sheaved earth.

Item no.28 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.29 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.30 Supply & laying of HDPE pipe 2" dia 1000mm below the track. This item also covers for supply & fixing of all required accessories. With the approval of Competent authority accepted make of Astral Pipes, Finolex Industries, Polycab, or equivalent

Item no.31 Supply & laying of HDPE pipe 4" dia 1000mm below the track. This item also covers for supply & fixing of all required accessories. With the approval of Competent authority accepted make of Astral Pipes, Finolex Industries, Polycab, or equivalent

Item no.32 Supply and fixing of 50 mm nominal bore GI pipe B class as per IS 1239 IS1 mark with suitable GI bends and sockets (suitable MS flats clamps), fixtures, bushings, nuts and bolts, gromet etc. on each end of pipe. The pipe shall be tied up with the steel bars before casting of concrete etc make of Jindal, Tata, Texmo, Apollo Pipe, Astral or equivalent..

Item no.33 Supply and fixing of 100 mm nominal bore GI pipe B class as per IS 1239 IS1 mark with suitable GI bends and sockets (suitable MS flats clamps), fixtures, bushings, nuts and bolts, gromet etc. on each end of pipe. The pipe shall be tied up with the steel bars before casting of concrete etc make of Jindal, Tata, Texmo, Apollo Pipe, Astral or equivalent.

Item no.34 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.35 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.36 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.37 As per details mentioned in tender schedule and instruction of concern SSE. HDPE pipe shall be supplied With the approval of Competent authority accepted make of Astral Pipes, Finolex Industries, Polycab, or equivalent

Item no.38 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.39 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.40 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.41 As per details and specification given in tender schedule. Item will be accepted after approval taken from competent authority. Accepted make of Bajaj, Surya, Crompton, Philips, or similar, the octagonal pole shall be erected on a proper RCC foundation. A pipe shall be laid in the center of the foundation to facilitate cable passing. A 3-core copper wire of 1.5 mm² shall be provided for street light connection. Each pole shall be controlled individually through an MCB, and proper earthing shall be carried out using a separate pipe earthing with SWG GI wire.

Item no.42 Shifting of existing High Mast from present location, construction of new foundation, re-erection with proper alignment, supply and fixing of new control panel, nuts, bolts, template, washers, protection, painting, making power supply arrangement and commissioning complete in all respect as per guidance of concern SSE.

Item no.43 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.44 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.45 As per details mentioned in tender schedule and instruction of concern SSE.

Item no.46 As per detail given in tender schedule wattage range (36W or above) with the approval of competent authority. Accepted make of Bajaj, Surya, Havells, Crompton or similar.

Item no.47 As per detail given in tender schedule wattage range (18/20W or above) with the approval of competent authority. **Accepted make of Bajaj, Surya, Havells, Crompton or similar.**

***** End of Electrical (General) Part *****

Chapter – 8
SPECIAL CONDITIONS
(Electrical TRD)

Electrical License-

- (i) For participating in tender for an electrical nature of work, the contractor shall have to possess valid Electrical License of appropriate voltage issued by any State Government under clause 45 of compliance of rule of Indian Electricity rules 1956 or as amended from time to time. Electrifications of 11 kV and above including OHE, “A” class electrical contractor license is essential.
- (ii) The license can be possessed with one of the partners or in his own name if sole proprietor or Sub- contractor in case of sub-letting the work. Firm should submit a self-attested copy of the electrical contractor license along with the offer; otherwise, the offer will be summarily rejected.

Note :-

- 1. The above quantities are approx. and are meant to give tenderer(s) an idea of the quantum of work involved.
- 2. The Railway reserves the right to increase/decrease the above quantities added or delete from any of the items.
- 3. Any damages while transporting/ handling of the materials should be replaced/repared by the firm before installation/commissioning without any cost. Safety and storage of material will be managed by contractor at his own cost.
- 4. The tenderer shall be presumed to have seen site and read all the papers attached in the tender booklet.
- 5. The tenderer shall submit all documents in support of his claim of fulfilling eligibility, details of manpower, Tools and Plant as mentioned in the tender notice.
- 6. The contractor should obtain valid insurance for his staff & labour deployed for this work from start till completion of the work.

Payment for Supply of Materials:

Payments will be made for materials as specified below:

The material required for execution of the work to be supplied by the contractor will be arranged by the contractor and kept in Purchaser's (SSE/TRD/KTE) depot/site according to condition. After inspection by Railway authority payment shall be made for supply of material required for the erection of the work in schedule as described below.

Payments for equipment's, components, fittings and materials required for execution of the work will be made up to 70% of the supply value of the item indicated in the tender schedule to the contractor subject to complying the following

- (i) Supplier's Challan and manufacturer's challan for major items, as directed by Engineer.
- (ii) Certificate of receipt of materials in good condition at Purchaser's depot/ site according to condition duly accepted by the Purchaser's Engineers.

The material will be re-issued by Railways to the contractor for execution of work and contractor shall load, unload and transport the issued material to the work site at his own cost and shall also be responsible for same.

Progress Payment for TRD items: -

- (i) 70% of supply on receipt of material after completing the condition of clause regarding payment for supply of materials, if supply of material is applicable.
- (ii) 10% of cost of material on successful erection, if commissioning of material is applicable. Otherwise, 20 % of cost of material on successful erection.
- (iii) Balance 10% of cost of material on successful commissioning of work.
- (iv) Rest 10% of cost of material on submission and approval of completion drawings and reports as applicable.
- (v) Deduction of TDS @ 2% on IGST effective from 01.10.2018 (RBA No. 107/2018 dtd. 29.09.2018).

Final settlement:

On successful completion of guarantee period and issue of certificate of final acceptance of entire installations, the security deposit pertaining to TRD portion of work as per Schedule XXX will be refunded / or Bank guarantee will be returned to the contractor after adjustment of any dues payable by the contractor to the purchaser.

Quality Assurance Programme in Supply and Erection:

As per Railway Board letter No. 2000/RS(G)/379/2 dt. 06.09.2017, Railway Board has decided to enhance the minimum value of limit of the purchase order to be pre-inspected by third party i.e, RITES/RDSO from Rs. 1.5 lakh to Rs. 5.0 lakh and all other aspects of inspection will remain unchanged.

- (a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Research, Design and Standards Organization / CORE / CEE W.C. Rly. It is essential that the manufacturer from whom supply is arranged should be on approved list of RDSO/CORE/CEE W.C.Rly. and have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing of Prototypes are not available with the manufacturer; the manufacturer shall arrange to carry out the prototype tests at his own cost in a Testing Laboratory approved by the Purchaser. Only tested quality steel shall be used. The contractor shall ensure that the Purchaser's prescribed Quality Assurance Standards are rigidly followed in the manufacture and erection/installation of all the materials / components and fittings / equipments required for the work. Inspection of material unless otherwise approved by competent authority will be by RITES.
- (b) Quality of Materials and Erections: All erection work carried out shall also be of the best quality acceptable to the Purchaser.

Note to All Tenderer- Special Conditions, if any, is given in this Tender Document will supersede the conditions stipulated in GCC April 2022 and advance Correction slip No.1,2,3,4,5 & 6 ,7, 8, 9 & 10 of GCC 2022.

Consignee details are as follow:

SSE/TRD/KTE and ADEE/TRD/KTE.

Explanatory notes of Schedule 'F' items of tender (Electrical TRD)

Item no. 01: - Supply, Transportation and Erection of fabricated galvanized steel mast for AT mounting.

The price shall cover cost of supply galvanized steel structures for AT mounting (AT Mast T-150) including small parts of steel nuts, bolts & washers etc. (as per Drg. No. ETI/ PSI/037, Mod 'B'). AT mast shall be Hot dip galvanized as per RDSO specification No. ETI/OHE/73(4/25) or latest & mounting arrangement as per RDSO drawing No. ETI/PSI/036 or latest.

For the purpose of payment, the weights of individual traction masts shall be determined on the basis of the payable weights per meter length and per meter weights given in Railway's approved drawing.

The price shall cover cost of supply at respective site/ locations, as per RDSO drawing of individual traction mast, dwarf masts, and main masts. For the purpose of payment, the weights of individual traction masts and masts of head span shall be determined for each type on the basis of the payable weights per meter length and per meter weights given in tables of Rlys. (as per respective RDSO drawings for standard types). For special types, the payable weight per meter length will be decided by the Purchaser at the time of approval of designs.

Manual erection of traction masts. (Masts and dwarf masts): - The price shall cover cost of manual erection, alignment and setting before grouting of individual traction mast whether rolled or fabricated.

Note: - For the purpose of payment, the weights of individual traction mast shall be determined for each type on the basis of the payable weights per meter length as given in the Railway's approved drawing. For special types, the payable weight per meter length will be indicated by the Purchaser at the time of approval of designs.

Note:

The price for this item shall also include the cost of stenciling of location number on masts / portal uprights in the manner as directed by the Purchaser. The price shall also include the straightening of masts / portal uprights bent during transit and cutting of masts / portal uprights to suit the site conditions.

Item no. 02:- Supply and Erection of Fabricated steel /SPS including channel for AT/LA mounting.

Scope of supply: The price shall cover cost of fabrication, galvanization, supply of required all type of steel structure/ SPS (i.e. cantilever steel structures, drop arms, etc., multiple cantilever cross arm, chairs, adopters for bracket assemblies, super mast, special DA/chairs, Feeder & their fitting and all other small part steel works) other than traction masts (i.e as mentioned in item No. 1.) as per RDSO's relevant drawings. The prices shall also include supply of galvanized all required type/size bolts, nuts, washers, pins etc. wherever required for the erection of above items as per approved designs and drawings. The price shall also cover transportation of the items from manufacture to site including loading, unloading, insurance, all taxes. Requirement (Qty.) of type of steel items/SPS will be assessed based on approved LOPs/SEDs/drawings.

For the purpose of payment, the unit weight schedule of items will be prepared by contractor duly referred RI Numbers/drawings of RDSO/CORE & approved by purchaser. Weight of some items for which unit weight schedule cannot be prepared will be worked out as per actual by weighment.

Scope of erection: - The price shall cover cost of erection, alignment and setting as per site requirement by manual/road cranes for which contractor will bear the all expenditures. SPS, DA, Chair, Bkt. will be erected in power block whenever block is granted for which contractor should ready for erection of cantilever assemble by arranging all required resources (i.e materials, skilled manpower, T&P items, road cranes, lighting & generator arrangement even in night working if block grants during night, Rly. will not make

any extra payment for the same. price covers erection of galvanized bolts, nuts, washers, fittings, super mast etc. wherever required for the erection of above items as per approved designs and drawings.

Item no. 03:- Supply, erection, oil filtration, testing & commissioning of LT supply transformer 25kVA of 25 kV/230 V along with fittings as per RDSO's specification no. ETI/PSI/15 (8/2003) or latest.

The price shall cover supply, erection, testing and commissioning of 25 KVA of 25 kV/230V LT supply transformer completes with terminal connectors as per RDSO specification No. ETI/PSI/15 (8/2003) with latest version, on the mast/ gantry. It shall also cover supply and erection of retroreflective number plate of Rly. approved design. The price shall also cover supply of EHV grade insulating oil as per relevant RDSO specification. The work also includes the oil filtration and pre commissioning tests as approved by the Railways. The contractor shall make his own arrangement for oil filtration equipment's, as well as power supply required for the same. All necessary tools, equipment's, instruments required to carry out oil filtration / checks/tests/ commissioning shall be arranged by the contractor.

Note- The replacement/Top up of the transformer oil on account of testing and leakages during the warrantee period shall be done by the contractor at his own cost.

Item no. 4:- Supply, erection, Fixing, testing and commissioning of 150A Amp CLS panel as per RDSO specification no TI/SPC/PSI /CLS/0022 or latest.

The price shall cover for supply, fixing, testing and commissioning of 150 AMP CLS panel as per RDSO specification no TI/SPC/PSI /CLS /0022 or latest (RDSO approved supplier) with covering CLS panel by wooden box.

Item no. 05:- Cement concrete foundation in other than hard soil.

The price for item shall cover excavation, supply and handling of all materials and accessories, temporary arrangements for excavation in all type soil requiring use of chisel and hammer or requiring blasting, Shoring where necessary, casting concrete as per IS:456 (latest) and relevant RDSO drawing for foundation including frame work where necessary, tamping the concrete, grouting of masts with concrete as per relevant RDSO drawing and finishing the top of concrete foundation or anchor blocks. The price also includes dismantling of all connected temporary arrangements, back filling with earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm., and removal of soil to safe place. The price shall also include the cost of cement. Note: Nominal reinforcement will be necessary proper ramming in black cotton soil foundations. Such nominally reinforced foundations in black cotton soil will be payable under this item. The steel for nominal reinforcement will be arranged by the Contractor and the concrete mixture, in such a case shall be as per ISS 456 latest.

Notes.

(iii) The prices under this item shall be same for any shape or size of concrete blocks. In calculating the individual volume of concrete, fraction of a cubic meter beyond the third decimal shall be rounded off to the next nearest third decimal.

(iv) The prices under this item shall apply for concreting of all foundations for mast, gantries, portals anchor blocks for guy rods, and fencing uprights.

(v) For purposes of computation of volume of concrete, the volume of concrete shall include the volume of sand and bitumen in sand cored foundation. However, for the purpose of computation, of quantity of cement utilized in sand core foundations, the volume of the sand bitumen used in core hole should be deducted from the total volume of the foundation.

- (vi) For purposes of computation of volume of concrete the volume of each muff for all masts shall be taken as 0.02 Cum except for masts with balance weights and for each column of portal, each head span mast, 2 or 3 track cantilever masts, and special fabricated masts for which the volume of muff shall be taken as 0.08 Cum irrespective of the size and shape of muff, on a flat basis.
- (vii) The pieces prices under this item shall also include the cost of concrete cable trenches and trench covers at the switching stations as well as embedment of drain pipes, where required.
- (viii) The prices shall also cover the cost of diversion of masonry / earth drain wherever necessary for casting of foundations.

Item no. 06:- Supply, erection & commissioning of single phase 25 KV DO fuse unit complete with Pedestal insulator assembly as per RDSO's specification no. ETI/PSI/14 (01/86) Rev. I (Apr. 87) and Drg. No. ETI/PSI/032 or latest.

The price shall cover for supply, erection & commissioning of single phase 25 KV DO fuse unit complete with pedestal insulator assembly as per RDSO's specification no. ETI/PSI/14 (01/86) Rev. I (Apr. 87) and Drg. No. ETI/PSI/032 or latest. The price of shall cover erection of all required components.

Item no. 7:- Supply & Erection of Anti climbing arrangement (device) as per Drg. No. ETI/PSI/037.

The price shall cover supply and erection of all components required for erection of Anti climbing arrangement (device) as per Drg. No. ETI/PSI/037. The price of erection shall cover supply of all components required for erection.

Item no. 8:- Supply & Erection of LV box assembly with 200 Amp MCB(D/pole) & 200 Amp porcelain cut out as per DRG. ETI/PSI/031.

The price shall cover supply & erection of all components required for erection of LV Box assembly as per relevant drawing and specification. The price of erection shall cover supply of all components required for erection with neutral link.

Item no. 9: - Supply & Erection of GI pipe 'B' class heavy duty dia 50 mm for L.T. Cable.

The price shall cover for supply and erection of all components required for erection of GI pipe 50 mm inner dia 'B' class heavy duty. The cable shall be protected at the entry points through suitable grommets.

Item no. 10:- Supply and erection of cable route marker.

The price shall cover supply of all components required for cable route marker. The cable route marker shall be supplied and erected at distance of about 25 Mtrs. as per relevant drawing/ relevant IS with stenciling of UP AT / DN AT cable.

Item no. 11: - Normal cable laying in earth (Cable will be supplied by railway).

The price shall cover excavation and supply of all required material for cable trench (separate trench for each cable) of required size and laying testing & commissioning of LT cable of size 2 x 70 sq. mm or 2 x 150 sq.mm. The cable shall generally be laid in accordance to I.S. 1255 1983 or latest (code of practice

for installation and maintenance of power cable up to and including 33 kV rating). Cable shall be laid in 310 mm wide and uniformly dug trench at a depth of 1 Mtr. as indicated in relevant drawing. The depth of sand below and above the cable shall be 80 mm respectively. The cable after laying and after covering by sand shall be protected by one layer of brick size 19 cm x 9 cm x 9 cm of grading class 2 as per IS-2212-91 transversely. After placing the bricks, the screened earth should be refilled properly up to the ground surface and properly leveled.

Item no. 12:- Under track cable laying (Cable will be supplied by railway).

The price shall cover for laying of cable under Railway track/Road in Hume pipe of not less than 150mm inner dia. The depth of the pipe shall be 1 Mtr. from bottom of sleeper to the top of the pipe. The cable shall be protected at the exit and entry points through suitable grommets.

Note 1: Tentative cable route plan will be given by the concerned depot in charge for taking up the work of cable laying. However, contractor shall supply 4 sets of as erected drawings for cable laying and route plan.

Note 2: Should be laying of the cable involves road crossing under the ground, the permission from the state Govt./other relevant authorities, the same shall be arranged by the contractor at his own cost and efforts. Delay on this account will be treated on contractor's account.

Note 3: Cable shall be laid in single piece without having any joints. Loop of at least 2 mtrs. at both the ends shall be provided to facilitate maintenance in future.

Note 4: All fitting or accessories which is not specifically mentioned in the specification but is essential for proper functioning of the system shall be provided by the contractor without any extra charge.

Item no. 13: - Supply and erection of Hume pipe 150-450 mm dia with RCC color

The price shall cover for cost of supply and erection of Hume pipe for laying of cable under Railway track/Road in Hume pipe of not less than 150mm inner dia. The depth of the pipe shall be 1 Mtr. from bottom of sleeper to the top of the pipe. The cable shall be protected at the exit and entry points through suitable grommets. The Cost of supply of Hume pipe covers under this item.

Item no. 14: - Supply and erection of 9 ton insulator with Arcing horn arrangement.

The price shall cover supply and erection of 9 ton insulators with Arcing horn arrangement. The price shall include the cost of supply and erection with small parts steel works completes with bolts and nuts.

Item no. 15:- Supply and erection of copper strip for LV terminal earthing size 25mm x 3mm.

The price shall cover for Supply, erection & commissioning of copper strip for LV terminal earthing (size 25mm x 3mm).

Item no. 16: - Supply, connecting, and commissioning of cable termination along with lugs, clamps fixtures, glands etc. for 1100 V grade cable (Each set contains piece for both the ends of cable) 2 core 150 sq.mm.

The price shall also cover supply of Cable Termination of 2 x 150 sq.mm cable. The terminals of the cable shall be provided with suitable cable lugs and glands as per requirement. Near the cable termination point,

amount of the cable shall be thus connected with panel body for proper earthing. Correct size thimbles of approved makes shall be used and crimped. Proper gland should be used for cable holding at entry and exit of cable. Testing and commissioning of different size of cable is included in this item.

Item no. 17: - Supply of suspension clamp complete with all accessories and fasteners as per RDSO Drg. No.-RE/33/P/1160.

The price shall cover the cost of supply of suspension clamp complete with all accessories and fasteners as per RDSO Drg. No.-RE/33/P/1160.

Item no. 18: - Supply of 42 KV, 10 KA metal oxide gapless type lightning arrester with insulating base and surge monitor as per RDSO specification NO. TI/SPC/PSI/MOGTLA/0101 (02/2015) or latest.

The price shall cover the cost of supply of 42 KV, 10 KA metal oxide gapless type lightning arrester with insulating base and surge monitor as per RDSO specification NO. TI/SPC/PSI/MOGTLA/0101 (02/2015) or latest.

Item no. 19: - Erection of 42 KV LA With surge monitor and disconnector assembly.

The price shall cover the cost of Erection of 42 KV LA With surge monitor and disconnector assembly.

Item no. 20: - Supply of Disconnector assembly suitable for lightening arrester of 25KV side of traction system as per RDSO spec no. TI/SPC/PSI/MOGTLA/0101(02/2015) or latest.

The price shall cover the cost of supply of Disconnector assembly suitable for lightening arrester of 25KV side of traction system as per RDSO spec no. TI/SPC/PSI/MOGTLA/0101(02/2015) or latest.

Item no. 21: - Supply & erection of copper cable 40 sq.mm.

The price shall cover the cost of Supply & erection of copper cable 40 sq.mm.

Item no. 22:- Drilling of horizontal bore below track by pushing method for laying of RC pipes of various sizes up to 450 mm dia.

The price shall cover cost of drilling of horizontal bore below track by pushing method for laying of RC pipes of various sizes up to 450 mm dia, as per railway requirement.

Item no. 23:- Dismantling of existing AT with all associated equipment, panel etc. w/o PB.

The price shall cover cost of Dismantling of existing AT with all associated equipment, panel etc. w/o PB.

Item no. 24:- Supply and erection of Retroreflective Number plate with complete fittings.

The price shall cover the cost of supply and erection of retro-reflective number plate as per relevant RDSO specification/drawings with latest amendments and erection of the same on structures as per requirement

of consignee using proper clamps, nut bolts etc. required for erection at specified locations which are not covered in any other item.

Item no. 25:- Supply and erection of Structure Bond (from AT to earth pit, duplicate earthing, and mast to rail & earth pit to rail).

The price shall cover supply of all materials including M.S. flats required to provide structure bond connecting a traction mast or structures to the nearest non-track circuited rail, or earth electrode, including all fastenings at both ends as per RDSO/CORE drawing. The price shall include shaping and drilling of the bond and erection of all materials including the bond. The price shall also include provision of heat shrinkable PVC tube for structure bond under track circuited rail. This would also cover connection or earthing terminals of equipment like L.T. transformers with structures and then to rails if any as per relevant drawing.

Item no. 26 & 27:- Supply and Erection of Copper jumper 50 sq.mm. with clamping arrangement.

The price shall cover supply, erection & commissioning of all components required for erection of copper jumper size 50 sq. mm & 7 sq. mm copper wire from DO fuse to transformer with clamping arrangement.

Item no. 28: - Picking up, loading, unloading and transportation of OHE

material. The price shall cover transportation including picking up, loading, unloading of railway material by Contractor with own tools and labours on own truck at concern depot and site, as per direction of site engineer. Contractor will be responsible for safety of material against theft, loss and damage after issuing the material by Railways.

Item no. 29: - Supply and erection of earth electrode, earth pit, earth pit cover as per drawing no. ETI//OHE/P/7020 - conventional earthing including charcoal & salt etc. in all type of soil including rocks.

Supply & erection of earth electrode, digging of earth pit, fitment of earth electrode having length of 3 mtrs. along with nut, Bolt, spring & washers etc. as per RDSO specification & drawing. The price shall cover supply of earth electrode length of 3 mtrs. It also includes supply and filling of alternate layer of charcoal/coke and salt as shown in the drawing. It also includes erection of earth Electrode as per drawing no. ETI/OHE/P/7020 with its latest version. The earth electrode will be connected with the existing MS flat. The price shall include the testing of earth value which should be less than 8.0 ohm and painted on the earth box Contractor has to arrange earth treatment of the soil to achieve earth resistance of less than 8.0 ohm if required. The work will be carried out either by boring method or by digging of pit but the diameter of the pit should not be less than 200 mm. and 3100 mm depth.

Item no. 30: - Supply of contact wire PG clamp assembly RI no.-1040-2 as per latest RDSO specification no. ETI/OHE/P/1040-2 Rev. E.

The price shall cover the cost of supply of contact wire PG clamp assembly RI no.-1040-2 as per latest RDSO specification no. ETI/OHE/P/1040-2 Rev. E.

Item no. 31: - Supply and erection of caution board and danger board.

The price shall cover the cost of supply and erection of caution board and danger board as per relevant RDSO specification/drawings with latest amendments and erection of the same on structures as per requirement of consignee using proper clamps, nut bolts etc. required for erection at specified locations which are not covered in any other item.

Item no. 32: - Supply, erection, laying and fixing of DWC/ HDPE pipe of 160/138 mm diameter for cabling under track (Price are inclusive of Supply and erection both).

The price shall cover the cost of Supply, erection, laying and fixing of DWC/ HDPE pipe of 160/138 mm diameter for cabling under track (Price are inclusive of Supply and erection both).

Item no. 33: - Supply and Erection of copper tubular terminal lug heavy duty long barrel, tin plated for size 150 sq.mm.

The price shall cover the cost of Supply and Erection of copper tubular terminal lug heavy duty long barrel, tin plated for size 150 sq.mm.

Item no. 34: - Supply, Install, test & Commission of outdoor type Junction Box With IP-54 Protection & 1X125/100Amps, 4-pole, 36Ka, 415-volt MCCB incoming & Brass cable gland for 02nos. Incoming & 04nos. Outgoing cable, 100Amp Rated Aluminum bus bar & other Accessories as per specification.

The price shall cover the cost of Supply, Install, test & Commission of outdoor type Junction Box With IP-54 Protection & 1X125/100Amps, 4-pole, 36KA, 415-volt MCCB incoming & Brass cable gland for 02nos. Incoming & 04nos. Outgoing cable, 100Amp Rated Aluminum bus bar & other Accessories as per specification.

Item no. 35: - Supply of Fuse carrier tube along with Swivel hook and end fitting for 25 KV DO Fuse assembly as per RDSO Spn No. ETI/PSI/14 (1/86) Rev-1 (Apr-87) and as per RDSO Drawing no. ETI/PSI/032 (Mod-D) & ETI/PSI/038.

The price shall cover the cost of Supply of Fuse carrier tube along with Swivel hook and end fitting for 25 KV DO Fuse assembly as per RDSO Specification No. ETI/PSI/14 (1/86) Rev-1 (Apr-87) and as per RDSO Drawing no. ETI/PSI/032 (Mod-D) & ETI/PSI/038.

Item no. 36: - Supply of 2 core 150 sq mm XLPE aluminum armoured PVC cable .

The price shall cover the cost of Supply of 2 core 150 sq mm XLPE aluminum armoured PVC cable.

******* End of Electrical (TRD) Part *******

Chapter – 9
SPECIAL CONDITIONS
(CIVIL)

Schedule of rates and quantities in connection with: - Two Misc. work under Sr. DEN(C)JBP jurisdiction.

Part:-(1) Provision of KTE END CABIN Building under ADEN/KTE

Part:-(2) Provision of central Cabin (VDU) KTE under ADEN/KTE

GENERAL CONDITIONS

1. The tenderers are required to quote single percentage rate on the attached Rate sheet only. If Tenderer quotes different rates for different items then his/their offer to be summarily rejected.
2. Railway will exercise absolute discretion for operating all or some of the items of the schedule. The quantities indicated for different items under SCHEDULES are indicative and approximate and may vary from nil to actual requirements at the time of execution. The quantities shown in above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the item & its quantities given in schedule & no extra rate will be allowed on this account.
3. Before offering the rate in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for execution the work.
4. (Refer: Chapter 3, Para:21- B of Excerpts of SGCC in Part-1 of tender document)
5. (Refer: Chapter 3, Para:21- B of Excerpts of SGCC in Part-1 of tender document)
6. The decision of the Engineer-in-charge as to period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as per Clause 26 & 26A Indian Railways Standard General Conditions of Contract-April-2022 (GCC-April-2022).
7. The contractor shall furnish the relevant details/documents of technical staff proposed to be engaged by him within 15 days of issue of acceptance letter.
8. Technical personnel engaged by contractor shall regularly sign the site orderbook.
9. The contractor shall furnish the relevant details/documents of technical staff proposed to be engaged by him within 15 days of issue of acceptance letter. Technical personnel engaged by contractor shall regularly sign the site orderbook.
10. While executing the work along the railway track/any other location in the vicinity of underground signaling/Electrical/Telecom/OFC cables, the contractor shall take all precautions to safe guard the cables. A penalty will be imposed as per WCR JPO. (Refer annexure XXVII)

11. CEMENT GENERAL

11.1 The cost of cement is included in all the concrete items mentioned in the schedule of work in this tender. No extra payment towards the cost of cement shall be paid on this account.

11.2 The cement should be purchased by the contractor(s) only from the Authorized/Approved manufactures or their Authorized agent. The contractor(s) should produce the documental proofs such as bill; challans, manufacturing test certificate etc. from such authorized Manufacturers/Agents from whom the cement is purchased for every lot of cement brought at site and to be verified by the Rly's representative. The cement brought at site without such document proof will not be permitted to be used in the works.

11.3 The cement as approved by the Rly's representative will be properly stacked at site in the godowns constructed by the contractor at his own cost. The contractors should keep the cement under their safe custody

& will be made accessible to the Railway's representative to physically verify & check at any time.

11.4 The contractors will be fully responsible for the safeguard of the cement along with other materials & the Railways will not compensate for any damage, loss or theft of the cement or any other materials at site. Any delay in procurement of cement will not be considered as cause for granting extension

11.5 The cement should be brought to site in sealed bags. Cement bags should be preferably; in paper bag/Polythene bag packing & should bear the following information in legible markings:

- (I) Manufacturer's name,
- (II) Registered trade mark of manufacturer, if any,
- (III) Type of cement with ISI Code No.,
- (IV) Weight of each bag in Kgs.,
- (V) Date of/Month of manufacture with year.

11.6 Random specimen samples of cement taken from the lot brought at site should be tested at any authorized/approved Engineering Institute of Laboratory for its physical and chemical properties as specified in the IS Specifications (IS 4031) and any other tests as specified by the Engineer or his representative. Some of the tests which should be carried out are: -

- (i) Compressive strength.
- (ii) Initial & final setting time.
- (iii) Consistency.
- (iv) Soundness.

These tests will be got carried out by the Railway's representative & the arrangements & cost of tests including cost of cement for testing will be borne by the contractor. Such tests should be done invariably at every change of batch of cement & at times when it is found necessary at the discretion of the Site Engineer/his representative at site.

12. CONSUMPTION AND ACCOUNTAL

12.1 The consumption or use of cement in the works will be at the rate of quantities specified for each item requiring nominal mix & as required for design mix.

12.2 In case of design mix of concrete, the contractors should submit the mix design duly done by any approved Engineering Institute or Laboratory & the cement required as specified in the design should be used to achieve the specified strength of the concrete.

12.3 Proper accounts of the cement for receipt, consumption, balance etc. should be maintained at site duly verified and signed by the contractors and the Railway's representatives.

12.4 In case of excess consumption of cement no extra cement will be paid to the contractor(s).

12.5 The cement should be fresh & generally within three months of age. If the cement is older than 3 months, test should be carried out for its loss of strength & other properties and addl./extra Qty. of cement will be used, as decided by the site engineer to achieve the required strength. No extra payment will be made by the Railway for such addl. Quantity used by the contractor.

12.6 Cement brought at the site by the contractors for a particular work should not be taken to other works/sites without the written approval/permission of the Railway's Site Engineer.

12.7 Any cement left out on completion of works will be the property of the contractor. The contractor will be at liberty to dispose off the leftover cement. Railway will neither takeover the leftover cement nor will compensate the contractor in any manner what-so-ever.

12.8 Test Certificate for Cement used should be produced which should conform to IS: 1489 for PPC and IS12226 for OPC- 53 grade, as the case may be.

13. STEEL

13.1 GENERAL

13.1.1 Railway will not supply any steel for the works included in this tender. As required in the schedule of works, Tor steel bars/TMT (thermo mechanically treated high corrosive resistant steel bars) of various

diameters for reinforcement in RCC works & for other items of works as required and structural steel for fabrication items of work will be procured and transported to site by the contractor(s) at his/their own cost.

13.1.2 All reinforcement steel (TMT Bars) and Structural Steel shall be procured by the contractor from main producers/ authorized dealers/ authorized stockholders and shall conform to the specifications mentioned in updated version of BIS's documents IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conforms to the specifications at the cost of the contractor.

13.1.3 The steel brought at site should be kept diameter wise separately and protected from contact with earth, water, etc. Wherever the treatment of the steel against the corrosion is specified, the same should be done as specified in the item and specification.

It is entirely contractor's responsibility to safe guard the steel from damage, loss & theft etc. & railways will not pay any compensation for any such loss, damage or theft. The rate for the items of RCC works is exclusive of the cost of the steel & is only for the concrete work with the specified mix but inclusive of cutting, bending, hooking & placing of steel reinforcement. The cost of the steel will be paid under a separate suitable item as provided in the tender schedule.

13.2 QUALITY AND TESTING

13.2.1 The quality of the steel and source of purchase will be as mentioned in Para 13.1.2.

13.2.2 The contractor/s should submit test certificate, from the manufactures for each lot & diameter of the steel bars brought by the contractor.

13.2.3 In addition to the test certificate, Railways may conduct necessary test through any authorized/ recognized Engineering Institute or Laboratory, taking sample cut pieces from a lot of steel brought by the contractors. These tests will be conducted for each dia of the bars separately for their physical, chemical, & engineering properties as specified in the I.S. Codes. All arrangements & the cost of test including the cost of the test pieces will be borne by the contractor. No extra payment will be made by the Railways on this account.

13.2.4 Rejected material should be removed from the site by the contractor.

13.3 CONSUMPTION AND ACCOUNTAL.

13.3.2 Proper account will be maintained in the registers regarding consumption, balance etc. duly signed by the contractor and Railway's representative.

13.3.3 For the purpose of payment, linear measurement of bars used for the work will be converted into mass unit by multiplying the former by the standard unit weight. No overlaps will be accounted for the payment and no rolling margin will be considered. The cut pieces, wastage and the left-over materials will be disposed off by the contractor. Railways will not pay any compensation for such cut piece, wastage or balance left out material.

14. Payment towards Steel will be made on the basis of actual consumption including authorized overlaps only , chairs. and no wastage on any of the materials supplied and used in the work by the contractor including steel is payable by the Railway. The contractor shall make his own arrangement for storing Steel. In case of any doubts regarding quality of Steel, the Railway may order it to be tested and acceptance of the supplied steel shall be subject to such test results and cost of testing will have to be borne by the contractor.
15. For the purpose of calculating weight of reinforcement steel consumed for the work, standard weight of reinforcement bar or the actual weight whichever is less will be multiplied by the total length of the bar used for the work. It shall be noted that for the purpose of payment, only authorized overlaps will be accounted for (as per IS:456-latest revision), unauthorized overlaps, wastage, excess consumption etc., will not be paid to the contractor. The quantity of chairs shall be payable as per drawing showing layout of chair locations duly approved in advance by the Engineer-in- charge. The payment for there in for cement steel consumed for the work will be made to the contractor for the work successfully executed and certified by the Engineer-in- charge for payment and the same will be calculated as mentioned above.
16. No payment is to be done for SWG binding wire used for reinforcement.

17. Materials supplied free by the railway to the contractor will not form part of the value of the contract entered into and will fall outside the purview of the price variation clause.
18. The paints used in the work shall be from reputed manufacturers and RDSO approved manufacturers list and confirm to IS Specification and shall be approved by the Engineer. The testing charges of the paints should be borne by the contractor.
19. Contractor has to deploy sufficient labour to carry out the work as directed by the site in charge.
20. The vehicle shall away 6 M clear of track, any movement /work at less than 6 M and up to 3.5 M (minimum) clear of track center, shall be done only in the presence of representative. No part of the road vehicle will be allowed less than 3.5 M from track Center.
21. Working in the vicinity of Railway Track: All works, which may affect the safety of Railway working, shall only be done under traffic block, restriction & written authority and also under the direct supervision the Engineer-in charge at site or his authorized representative for the said work. Traffic Block/Speed Restriction will be made available as per the convenience of the Railway depending on the position of the trains. Block and caution orders will be taken and cancelled by the authorized Railway officials only. The contractor shall, in consultation with the Engineer, decide the sequence of work required to be done for efficient execution of work.
22. It should be clearly noted the work may have to be executed during night also for which the contractor has to make all necessary arrangement e.g. lighting, protection etc. Unless otherwise specified, no extra payment shall made on this account. However, for night working the contractor must obtain prior written consent of the Engineer-in-charge.
23. Material/Products to be used in the work shall be of approved make/ brand as per the list of approved manufacturers/ brands/ makes given in the tender documents. In case, no make or brand is specified in the tender documents the materials supplied should bear an ISI mark & manufacturer's name should figure in the list of approved licensees of BIS.
24. In the case of items for which neither brands are specified, nor ISI marked items are available, the sample shall be got approved from Engineer-in charge.
25. Contractor will be required to dispose off the resultant debris part or full load by own transport and labour within the Railway's land at nominated location by the Engineer-in-charge or his authorized Railway's representative at site. If the contractor fails to dispose off the debris the concern-executed item from where the debris is released will not be paid. The additional lead and lift will be payable under relevant section of DSR 2021 or beyond the free lead and lift of concern item, if work has been executed as directed by the Engineer-in-charge or his authorized Railway's representative at site.
26. Engineer-in-charge has discretion to check the quality of materials & equipment's to be incorporated in the work at the source of supply or site of works even if the materials has been marked as ISI mark or from the approved make list. In case it is required to test the materials, the testing charges are to be borne by the contractor.
27. All testing as considered necessary by Engineer will be carried out at Contractor's cost. The Engineer material order testing of the materials in the works to be carried out wherever he considers it necessary to test workmanship, quantity and quality, and if the work be found satisfactory the cutting out and replacing of the materials only will be paid for by the railway. But, if in the opinion of the Engineer such opened up work has been executed as either unsound, imperfect or with unskillful workmanship or with materials of inferior quality or not in accordance with the conditions of the contract or the contractor has not done in accordance with the conditions, the contractor shall forthwith rectify, re-construct or replace the same either in whole or in parts as directed by the Engineer at his own cost and to the entire satisfaction of the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the contractor.
28. Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.

29. No extra lead, lift or any other charges will be paid to the contractors, unless otherwise specified. The rate quoted by the tenderer for all items are inclusive of all kinds of taxes (direct tax, indirect tax, GST etc) levied by the Central Government/ State Government/ Local bodies etc.
30. Railway reserves the right to get the work executed anywhere in the entire jurisdiction of DEN/Sr.DEN Concerned with the prior written orders of the concerned DEN/Sr.DEN whenever the work is required to be executed outside the jurisdiction specified in the tender.
31. Termination of the contract- effect of non-performance by the contractor within the validity: If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty-eight hours notices in terms of Railway Board's letter No.99/CEI/CT/28 (PT) dated 17.05.2004. It may be noted that for non-fulfilment of the contract the railway reserves the right to claim the damages under clause 62 of Indian Railways Standard General Conditions of Contract-April2022 (GCC-April-2022) in addition of any other rights available to it under law.
32. To ensure safety of existing pipe line during execution of work in case of any damage the same will have to be attended by the contractor for which no extra payment will be made to contractor.
33. For the purpose of payment, linear measurements of bars used for the work will be converted into mass unit by multiplying the former by the standard unit weight. No overlaps will be accounted for the payment and no rolling margin will be considered. The cut pieces wastage and left out material will be disposed off by the contractor. Railway will not pay any compensation for such cut pieces, wastage or balance left out material.
34. Transportation of material, Machinery and tools will have to be done by contractor with his own arrangement and also with his own expenses.
35. No compensation will be paid by the railway in case of injury or death to contractor's labour/staff.
36. The work should be executed as per Rly's & IS specification & in a work man - like manner to the satisfaction of the Engineer-in-charge at site.
37. Tenderer to specifically mention the list of deviation from tender condition and the list of documents enclosed along with tender. Further nothing in addition to such disclosures shall be considered while deciding the tender.
38. In case of any dispute arising out of the wording/ punctuations and/or any typographical error in the schedule of rates, the same will be corrected with reference to the original manuscript copy of the DSR 2021 available in DRM(W) JBP & Principal Chief Engineer office. On account of any of the omission mentioned above no dispute shall be entertained, if the same are found to be erroneous on comparison with the original manuscript. Therefore, original manuscript DSR 2021 will be binding to contractor.
39. The tenderers are required to study the type of works involved, inspect the site & go through the sanctioned drawing, if any, before quoting the rates.
40. Rate should include all lead and lift royalty and all other Govt taxes.
41. Other condition given in tender document and in DSR 2021 will also be binding to the contractor.
42. The rates quoted should take into account all the above special conditions and no extra payment will be admissible on any of this account under any circumstances. (Design/Drawing Condition)
43. The following drawings shall be submitted by the contractor to Railway for which no extra payment will be paid. After acceptance of the tender, the contractor shall submit Three copies dully proof checked By Govt. Engg College/IIT of the following sets of drawings within thirty days from the date of receipt of acceptance letter/ upon providing of GAD by the department.
 - (a) Detailed Structural Drawing of the showing details of RCC/ Reinforcement for foundation, Columns, Beams, Slab, walls etc, on an enlarged scale.
 - (b) Detailed calculations of design and drawings duly proof checked by any Govt. Engg College/IIT will have to be submitted by the contractor for scrutiny and approval of the competent authority.
 - (c) In the design calculation reference consumes or wherever any formula or table is use should be mentioned.

- (d) The design will be subject to the proof checked by any Govt. Eng. College/IIT and approval of the Railway and can be altered to suit the structure safety of the work and contractor shall make no extra claim on this account.
 - (e) The responsibility for the designs execution, commissioning and testing to entire satisfaction of the engineer in-charge will however rest solely with the contractors. He will have to rectify the defect immediately within a fortnight as and when noticed during the construction period.
 - (f) All designs and drawings will be prepared by the contractor and should be professionally checked and certified by a recognized NIT/IIT or Govt. Engineering College.
 - g) Contractor should submit shuttering/scaffolding design drawing duly approved from Govt. Engineering college.
 - h) The rate includes soil testing & bore logs for computation of SBC for Design of foundation and no extra payment shall be made for soil testing for calculating SBC.
- 44. Wooden centering will not be permitted, shuttering made of steel plates and or of ply boards only shall be allowed.
 - 45. Completion drawing of the works showing all details and measurements will be submitted by contractor of each work separately along with photographs before & after the work.
 - 46. Glued Joints required due to modification in Tracks and/or addition of track circuits shall be supplied and inserted by representatives of Sr. DEN/C/JBP.

******* End of CIVIL Part *******

Annexures

WEST CENTRAL RAILWAYS
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

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

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer ;

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

ANNEXURE-V(A)

Reference -Para 5.1 of ITT

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

Where,

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

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

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

Note:

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

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

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the

date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

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

ANNEXURE – VI Contd.

Compliance of Eligibility criteria by the Tenderer regarding Current Commitment and Balance Amount of ongoing works for the tenders having advertised value more than Rs. 20 Crore.

(for calculating “B” as per the Bid Capacity formula)

Tenderers and each partner of the JV should provide information on their current commitments and balance amount of ongoing work up to the date of inviting of present tender including works which are awarded to tenderer but not yet started up to the date of inviting of present tender and for contracts approaching completion, but for which an unqualified full completion certificate is yet to be issued.

SN	Name of Work	LOA/Contract No. & Date	Name & Address of the Employer /Tel./Fax /E-mail	Date of Award of Contract	Latest value of Contract (Rs.)	Date of Completion (Original or extended date) of Work	Value of the Balance Work as on Date of publishing of tender notice of present Tender on IREPS website (Rs.)
a	b	c	d	e	f	g	h

“Certified that current commitments as on date of publishing of Tender notice of present tender on IREPS website for all the contracts that have been awarded or for which a Letter of Acceptance has been received or for the works in progress approaching completion, value of outstanding work and the balance completion period has been indicated in the above table correctly. It is further certified that if later on the Railway discovers that information provided in the table is incorrect then the Railway will treat our bid invalid and it will be liable for rejection.”

Signature of the Tenderer

Verified and signed

Details of Tenderer along with seal

Details of Chartered Accountant along with seal

1. The above statement should be submitted by the tenderer(s) duly signed by him and **verified by Chartered Accountant. In case, the tenderer/s failed to submit the above statements along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.**
2. In case of JV, the tenderer(s) must furnish the details of each member of JV separately.
3. The tenderer(s) may submit any additional information in the above subject, if they desire so.

(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.

ANNEXURE – VI A Contd....

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

ANNEXURE – VI A Contd...

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.

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 12B of Chapter 3 (Excerpts of SGCC)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ *(name of work)*.

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ *(Quote specific application of Contractor for extension to the date received)* _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

{Reference Clause 62. (1) of SGCC 2022}

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

{Reference Clause 62. (1) of SGCC 2022}

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

{Reference Clause 62. (1) of SGCC 2022}

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered
IREPS Email

PROFORMA OF TERMINATION NOTICE**RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurements will be continued till all the measurement are taken. You are advised to be present at site on the above mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

{Reference Clause 62. (1) of SGCC 2022}

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

{Reference Clause 62. (1) of SGCC 2022}

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK..... (DETAILS
OF PART OF WORK TO BE MENTIONED)**_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

(Reference Para 38.(3) of Chapter-3 Excerpts of SGCC)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and

corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

(Reference Para 11.(4) of Chapter-3 Excerpts of SGCC)

Insurance Surety Bond for Performance Security

Name of the issuer of Surety bond:

President of India,
Acting
Through.....,
.....,
Railway.

Date.....

Surety Bond No.

Issue Date.....

Amount of Bond.....

Expiry Date.....

WHEREAS, In consideration of the President of India acting through (Designation & address of contract signing authority),Railway, (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXXX, under invitation for bids No. XXXXXX Dated XXXXX, Vide Letter of Acceptance No. XXXXXXXXXX

AND

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

SB No:

Date

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

1. KNOW ALL MEN by these present that VWe, the undersigned Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of) {XX)((Rupees .ff Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or

- recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
 4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
 5. The Surety Bond shall be unconditional and irrevocable.
 6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
 7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
 8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on)A(X)((Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
 9. The Surety agrees that the Railway's right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
 10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
 11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
 12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
 13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
 14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated ____ the day of Year _____

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

Place

Bank's Seal and authorized signature(s)

[Name in Block Letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

Annexure -XVIII

(1) Site order book (Name of the Station.....)

	D a t e	Observa tions	Instructi ons	Name, design ation & signat ure of inspect ing official	Act ion by	Compli ance	Sig. of contracto r's represen tative	Sign of Rly. Site inch arge	remark s
	2	3	4	5	6	7	8	9	10

(2) Material Register (Name of the Station.....)

	D a t e	Nos. supplied	Nos. issued	Nos installe d/ consu med	Cu mu lati ve No su ppl ied	Cumul ative No issued	Cumulat ive installed / consum ed	Bala nce in han d	Balance with contracto r
	2	3	4	5	6	7	8	9	10

(3) Log book of events/Program Register (Name of the Station.)

Date	Programme/work to be done	Staff deputed	Signature	
			Supervisor	Contractor
1	2	3	4	5

(4) Material Passed/rejected register (Name of the Station.....)

Date	Description of material	Quantity inspected	Name & designation of supervisor	Material passed/ rejected	Signature	
					Supervisor	Contractor
1	2	3	4	5	6	7

SPECIMEN FORMAT OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

(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,

West Central Railway,

Beneficiary: FA & CAO (Con), West Central Railway

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India (herein after called the Government) having agreed to exempt (indicate name and address of tenderer) (hereinafter called the said Contractor(s)) from the demand, under the terms and conditions of an Agreement (indicate acceptance letter no. and date) made between (indicate Dy. CSTE/Project/JBP , West Central Railway) and (indicate name and address of tenderer) for (indicate the name of work as mentioned in tender) (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees__only).

1. We, (indicate the name and address of the bank) (hereinafter referred to as “the Bank”) at the request of (indicate name and address of tenderer) (contractor's) do hereby undertake to pay to the Government an amount not exceeding Rs ._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (indicate the name and address of 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 or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.____.
3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

4. We, (indicate the name and address of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (indicate Dy. CSTE/Project/JBP, West Central Railway) Ministry of Railway certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
5. We (indicate the name and address of the bank) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, (indicate the name and address 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 (indicate the name and address of the bank)

DEED OF EXTENSION OF BANK GUARANTEE BOND

This Deed of Extension of Original Bank Guarantee Bond No..... dated
.....for Rs..... (Rupees
.....) executed in favour of
President of India, acting through behalf of M/s. by
..... Bank.

WeBank have executed Original Bank Guarantee Bond
No..... datedfor Rs..... (Rupees) in
favour of President of India, acting through On behalf of
..... We, hereby extend the period of validity of the said original Bank
Guarantee/Extended Bank Guarantee up to

All other terms and conditions mentioned in the original Bank Guarantee remain unchanged and shall form part
of this Extension Deed. The claim under the above Bank Guarantee Bond should be made in writing on or before
.....

Signature of the Branch Manager/
Authorized Attorney

Place:

Date :

INDEMNITY BOND

Annexure -XXI

The Dy. Chief Signal & Telecom Engineer
Project/WCR/Jabalpur

THE DEED OF INDEMNITY made this ____ day of _____ 20__ by M/s. _____ having its registered office at _____ hereinafter referred to as "The Indemnifiers" (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, executors or assigns) in favour the President of India as owner of the West Central Railway, Administration, hereinafter referred to as "The Administration" (which expression shall unless repugnant to the context or meaning thereof include this successors and assigns in office).

WHEREAS the indemnifiers have entered into a contract with the President of India representing the West Central Railway Administration, the Dy. Chief Signal & Telecom (Engineer) Project/WCR/Jabalpur according to details given by the Indemnifiers in the contract No. _____ dated _____ issued by the West Central Railway Administration for and on behalf of the President of India and which together with the documents mentioned therein constitute the said contract.

AND WHEREAS one of the terms and conditions in the said contract is that the Administration will provide materials value Rs. _____ (Rs. _____ only) for installation of the same as per scope of work. It will be valid during the entire period until the completion of the work.

AND WHEREAS the indemnifiers have agreed to execute this Deed of Indemnity in respect of the said materials given to them by the Administration in the manner and under the circumstances here in after provided.

1. The indemnifiers hereby agree and undertake that they will hold the said materials on behalf of the Administration in trust for the purposes of installing materials strictly according to the terms of the contract in that respect.
2. The indemnifiers hereby agree and undertake that they will be responsible for the safe custody and protection of the said materials and also for any loss or damage to the said materials while in their custody arising from whatever Vause till they are returned to the Administration after installing according to the terms of the contract in that respect.
3. The Indemnifiers hereby agree and undertake that they shall indemnify the Administration against all loss or damage referred to in item No. 2 above reimburse to the Administration the cost of the materials to the Dy. Chief Signal & Telecom (Engineer) Project/WCR/Jabalpur, and also make good any loss or damage caused as a result thereof.
4. The Indemnifiers further agree that if any amount becomes payable by the Indemnifiers to the Administration under this Indemnity Bond then without prejudice to any other remedies available to the Administration, the said Administration shall be entitled to recover the dame by way of deduction from any sum due to or any sum which at any time here after may before me due to the Indemnifiers under his contract hereinabove referred or any other contract.

INWITHESS THEREOF, we, _____ hereto set our hands and seal today on the _____ day of _____, 20__.

WITNESS

CONTRACTOR'S FAMILARIZATION

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

1. Topography of the area and existing Road network (high ways & Village, Pucca & Kacha and availability of Service Roads,
2. Soil Conditions at the site of the work.
3. Sources and availability of construction material.
4. Rates for Construction materials.
5. Availability of local labour, both skilled and unskilled and the prevailing labour rates.
6. Availability of Water and Electricity.
7. Availability of space for putting up labour camps, offices Store Godowns, Engineering yards etc.

**Signature & Seal
Of the Contractor**

ANNEXURE – XXIII -A**Details of Similar Nature of Works Completed/Substantially completed During last Seven (07) Years**

SN	Particulars	Work-1	Work-2	Work-3	Work-4
1	Name of Work				
2	Date of Award of Contract				
3	Contract Agreement No				
4	Name & Address of Client/Department				
5	Original Value of Agreement (Rs.)				
6	Final/Latest revised value of Contract (Rs.)				
7	Original/Extended Date of Completion				
8	Actual Date of Completion for completed work				
9	Gross Payment Received (Including PVC) till last day of month previous to the one in which present tender notice published on IREPS website [Rs.] <i>(Financial Year wise break-up of Gross Payment shall be provided)</i>				
10	Gross Payment Received (Excluding PVC) for substantially completed work till last day of month previous to the one in which present tender notice published on IREPS website [Rs.] <i>(Financial Year wise break-up of Gross Payment shall be provided)</i>				
11	Scope of Work and main Features of Contract				
12	Remarks				

Date:_____**Signature of Tenderer/s with seal**

Above detail should be given only for Similar Nature of Works as defined in Tender Document and which have been Physically Completed or Substantially completed in all respects before last

day of the month previous to the one in which tender is invited. Part Completed Work shall not be considered.

- **Substantially Completed Work means** an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. **The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.**
- **For Technical Eligibility Criteria, In case of completed work,** the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

Note:

- (i) Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.
- (ii) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers. However, in addition to work experience certificate issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on national Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 05 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
Following documents regarding the **Public listed company** shall also be submitted along with the certificate **(Mandatory)**
 - (a) Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant.
 - (b) The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender.
 - (c) The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender).
 - (d) The copy of document regarding Person Authorized by the Public listed Company to

issue such certificate.

- (e) The relevant copy of work order, bill of quantities, bill wise details of payment

ANNEXURE – XXIII -A Contd..

- (f) received duly certified by Chartered Accountant. TDS certificates for all payments received a copy of final/last bill paid by the public listed company in support of above work experience certificate.
- (iii) **The list of works as mentioned in the above table supported with documentary proof (Work Completion/Experience Certificate issued by the organizations for whom the work was carried out) shall only be considered for evaluating the Technical Eligibility Criteria.** In case of JV, all the members should attach copy of completion certificate issued by the organizations for whom the work was carried out. **Non- compliance with this condition is liable to result in the tender being rejected.**

Details of Similar Nature Works Completed or Substantially completed During last Seven (07) Years in case of tender having composite nature of work (bifurcated as per the components of tender schedule) to be submitted along with Annexure– F

S. No.	Description of components/ component as per tender schedule, executed in different contracts	Name of work under which components (mentioned in column-2) executed	S.N. of Annexure F, where other details of this work mentioned	Payment received under these components till ending last day of month previous to the one in which tender notice published on IREPS website	Amount received in % age under these components w.r.t estimated cost of components mentioned in tender document.
1	2	3	4	5	6
All components (A, B, C, D, E, ---) executed in single contract					
1					
2					
More than one component executed in single contract					
1					
2					
Only one component executed in single contract					
1					
2					

Date:

Signature of Tenderer/s
Along with Seal

Note: -

- (i) Component wise details mentioned above for the similar nature of work defined for the various components in the Tender (para 10.1(b)(1-3) of Tender document Chapter-2, Annexure-1 Tender form (Second sheet)), should be supported **with documentary proof i. e** Work Completion/Experience Certificate issued by the organizations for whom the work

was carried out.

- (ii) For col 5 - The total gross amount already paid for the components of the work including the PVC amount (if paid) shall be mentioned.
- (iii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.

(Note: Format given above is for guidance only. Any certificate, containing complete/relevant required information as asked for in other format, shall be considered.)

**Preferred Proforma for
WORK COMPLETION CERTIFICATE
(Works details to be submitted by Bidder)**

Name of Organization

Postal address,.....

Phone No..... Email ID..... Fax No.....

Letter No..... Date:-.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor.	
6.	Original value of contract agreement.	
7.	Completion Cost of Work	
7.1	In case final payments have been made- Contract Cost in last approved variation statement plus PVC amount paid	
7.2	In case final bill is pending -	
(i)	The contract cost in last approved variation statement plus PVC amount paid	
(ii)	Cumulative amount paid up to last on-account bill including PVC amount and statutory deductions	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of inviting of present tender along with financial year –wise break-up	
12.	In case of composite work: Payment made for relevant distinct component of the work, out of total payment made under Sr. No. 7 above.	
12.1	In case final payments for the component have been made- Cost of	

.....Signature of Tenderer/s

	component in contract in last approved variation statement plus PVC amount paid	
12.2	In case final bill is pending -	
(i)	The Cost of component in contract in last approved variation statement plus PVC amount paid	
(ii)	Cumulative amount paid for the component up to last on account bill including PVC amount and statutory deductions	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)

Date-.....

Name and Designation of officer

Mobile No. of officer Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD (if applicable), and other action including penal action (Annexure-II).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.
- (viii) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.

Signature of Tenderer/s

ANNEXURE-XXIII-C Contd..

- (ix) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- (x) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials
- (xi) If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials. (Except for substantially completed works)
- (xii) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (xiii) For Col. 7 & 12 -The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work/ component.
- (xiv) In case, the Secondary Component(s) has/ have been defined, the Attested copy of Completion Certificate of works executed by tenderer himself / the subcontractor (fully by any one or jointly i.e. partly by tenderer and remaining through subcontractor) during last five years, shall also be submitted in above Performa.
- (xv) **For bidders submitting credentials of work which is composite in nature, shall mandatorily bifurcate the components for verifying their technical eligibility in accordance to similar nature defined in the tender document.**

Signature of Tenderer/s

(Note: Format given above is for guidance only. Any certificate, containing complete/relevant required information as asked for in other format, shall be considered.)

ANNEXURE-XXIV**DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND AND
PROPOSED TO BE ENGAGED IN WORK**

Sl	N a m e	Age	Technical qualification(s)	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

DA: Details of Site engineers deployed

Signature of Tenderer
(Along with Seal)

MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE PARTICIPATION

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm).

JOINT VENTURE PARTICIPATION

BETWEEN

(indicate the name of member) having its registered office at *(indicate the address of the member)* represented by their *(indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.)*, Shri. *(indicate the name)* aged aboutyears, S/o Shri *(indicate the name of father)* resident of *(indicate Address)* (hereinafter known as authorized signatory of the member) in the capacity of Lead Member of the first part.

AND

(indicate the name of member) having its registered office at *(indicate the address of the member)* represented by their *(indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.)*, Shri. *(indicate the name)* aged aboutyears, S/o Shri *(indicate the name of father)* resident of *(indicate Address)* (hereinafter known as authorized signatory of the member) in the capacity of the constituent member of the other part.

(In case of more than two members, include the details accordingly).

Now, the Joint Venture Firm (JV) formed by the members i.e. *(indicate name of lead member)* and *(indicate name of constituent member)* and *(indicate name of other constituent member)* will be known as *(indicate JV firm name and address)*.

The expressions *(indicate name of the lead member)* and *(indicate name of the constituent members)*, shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as **“Joint Venture Firm”** and individually as the **“Member”**

WHEREAS; President of India, acting through Ministry of Railways, **West Central Railway Construction Organisation** (hereinafter referred to as **“Employer”**) has invited Tender for “*(indicate name of work as mentioned in Notice inviting Tender)*”.

NOW, THEREFORE, THE MEMBERS AGREE AS FOLLOWS:

1. The ‘**Members**’ have studied the documents and have agreed to submit their Tender as Joint Venture (JV) Firm.

The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

- i) Notice inviting Tender,

- ii) Tender document,
 - iii) Any Addendum/Corrigendum issued by (West Central Railway Construction organization), and
 - iv) The Tender for work submitted by Joint Venture Firm through Authorized member.
2. (a) (indicate the name of the Lead Member) shall be the “**Lead member**” of the JV Firm, for all intents and purposes having majority share (at least 51%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (b) (indicate the name of the other Constituent Members as applicable for JV upto 03 members) shall be the “**member**” of the JV Firm, for all intents and purposes having majority share (at least 20%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (c) (indicate the name of the other Constituent Members as applicable for JV more than 03 members) shall be the “**member**” of the JV Firm, for all intents and purposes having majority share (at least 10%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
3. The ‘Members’ resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:
- | | |
|--|-------------|
| (a) <u>(indicate name & Address of Lead Member)</u> | Share% |
| Lead Member | |
| (b) <u>(indicate name & Address of Constituent Member)</u> | Share% |
| Constituent Member | |
| (c) <u>(indicate name & Address of Other Constituent Member)</u> | Share% |
| Other Constituent Member | |

1. **JOINT AND SEVERAL RESPONSIBILITIES**

The Members undertake that they shall be jointly and severally liable to the Employer (Railways) for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Employer (Railways) during the course of execution of the contract or due to non-execution of the contract or part thereof.

2. **ASSIGNMENT AND THIRD PARTIES**

No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the Employer (Railways) in respect of the said tender/contract.

3. **AUTHORIZED MEMBER**

We, authorize (indicate lead member of JV firm nominated as authorized member), as **Authorized member** represented by their authorized signatory Shri (indicate the name) to act on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender/contract, to receive payment, to witness joint

measurement of work done, to sign measurement books and similar such action in respect of the said tender/ contract. However, authorized member shall not submit any such proposals, clarifications or commitments without securing clearance of other JV constituents(s).

All notices/correspondences with respect to the tender/contract would be sent by Employer (Railways) **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the J.V Firm.

4. **GUARANTEES AND BONDS**

Earnest Money Deposit and all bonds/guarantees to the Employer (Railways) shall be submitted in the name JV Firm, which shall be legally binding on all the members of the J.V Firm.

5. **INDEMNITY**

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

6. For the execution of the respective portions of works, the members shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

7. **DOCUMENTS & CONFIDENTIALITY.**

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender.

8. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be *(indicate the name of place)*. Notwithstanding settlement of any dispute among the members of the JV Firm , the JV members shall ensure satisfactory completion of awarded work as per the contract with the Employer (Railways).

9. **VALIDITY**

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the members agree in writing to extend the validity for a further period

- a. Tender submitted by the joint venture Firm is declared unsuccessful, or
- b. Cancellation/shelving of the work by the Employer (Railways) for any reasons prior to award of work.

In case, the Tender submitted by the joint venture Firm is declared successful; the validity of this MOU shall be upto the entire period of completion (inclusive of period of extension, if any) including maintenance period.

10. This MOU is drawn innumber of copies with equal legal strength and status. One copy is held by (indicate name of lead member) and the other by (indicate name of constituent member) & (indicate name of other constituent member) and one copy submitted with the tender to Employer (Railways).

11. This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.

12. NOTICES/CORRESPONDANCE

All Notices/Correspondence by Employer (Railways) in writing shall be sent by Fax confirmed, by registered post or commercial courier to the following Fax number and address. (Indicate name of authorized signatory of authorized member, name & address of JV Firm with Fax number)

13. JV Agreement.

We the constituent member of the JV Firm are aware that after issue of Letter of Acceptance by the Employer (Railways), an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to the Employer (Railways) as per Standard J.V. Agreement format before signing the contract agreement for the work. In case the JV members fail to observe/comply with stipulations, the Earnest Money Deposit, deposited with the Employer (Railways) shall be forfeited and other penal actions due shall be taken against the members and the JV Firm by the Employer (Railways).

14. We, the members of JV Firm shall furnish along with the tender, requisite documents as mentioned under para 17.1, 17.2, 17.3 (as the case may be) of the Guidelines for Participation of J.V. firms in works tender.

15. Declaration

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments of the Govt. of India from participation in tender/contracts on the date of submission of Bids either in our individual capacity or as a member of the JV Firm in which we were/are members.

IN WITNESS WHEREOF THE MEMBERS, have executed this MOU on (indicate day, month & year).

<p>(Indicate name of authorized signatory) (indicate name & address of lead member)</p> <p>(Seal)</p>	<p>(Indicate name of authorized signatory) (Indicate name & address of constituent member's)</p> <p>(Seal)</p>
---	--

Witness:

1.....(Name & Address)

2.....(Name & Address)

JOINT VENTURE AGREEMENT FOR JOINT VENTURE PARTICIPATION

(The J.V. Agreement to be executed on non-judicial stamp paper of appropriate value, in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm and should not be more than six months old from the date of execution of the J.V. Agreement, on it)

JOINT VENTURE AGREEMENT

BETWEEN

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g Manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged about.....years, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of Lead Member of the first part.

And

(indicate the name of member) having its registered office at (indicate the address of the member) represented by their (indicate designation/capacity e.g manager/General manager/Director/Managing Director/ Partner/Managing Partner/Proprietor etc.), Shri. (indicate the name) aged about.....years, S/o Shri (indicate the name of father) resident of (indicate Address) (hereinafter known as authorized signatory of the member) in the capacity of the constituent member of the other part.

(In case of more than two members, include the details accordingly).

Now, the Joint Venture Firm (JV) formed by the members i.e. (indicate name of lead member) and (indicate name of constituent member) and (indicate name of other constituent member) will be known as (indicate JV firm name and address).

The expressions (indicate name of the lead member) and (indicate name of the constituent members), shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns, and shall collectively be referred to as “**Joint Venture Firm**” and individually as the “**Member**”

1. WHEREAS; President of India, acting through Ministry of Railways, **West Central Railway Construction Organisation** (hereinafter referred to as “**Employer**”) has invited Tender for “(indicate name of work as mentioned in Notice inviting Tender)”.

And Whereas, the above members to the Joint Venture Firm have submitted the tender in the name of the said JV Firm formed as per the MOU signed on dated... and whereas the said tender has finally been accepted by the Employer (Railways) vide Letter Of Acceptance No.....dated....., we (indicate name of the lead member) and (indicate name of the constituent members), herewith sign the above formal JV agreement for registration of the above joint venture Firm viz (indicate JV firm name and address) and for entering into contract Agreement with the “Employer” (Railway).

2. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The following documents shall be deemed to form and be read and construed as an integral part of this J.V. Agreement.

- i) Notice inviting Tender, Tender document,
 - ii) Any Addendum/Corrigendum issued by (West Central Railway),
 - iii) MOU signed on..... by us.
 - iv) Tender submitted on our behalf by the Authorized Member.
 - v) Letter Of Acceptance issued by Employer (Railways).
3. The 'Members' have studied the documents, JV guidelines and have agreed to participate in submitting the 'Tender' jointly; signed the JV MOU and submitted the tender accordingly.
4. (a) (indicate the name of the Lead Member) shall be the **"Lead member"** of the JV Firm, for all intents and purposes having majority share (at least 51%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (b) (indicate the name of the other Constituent Members as applicable for JV upto 03 members) shall be the **"member"** of the JV Firm, for all intents and purposes having majority share (at least 20%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
- (c) (indicate the name of the other Constituent Members as applicable for JV more than 03 members) shall be the **"member"** of the JV Firm, for all intents and purposes having majority share (at least 10%) in Joint Venture Firm having fulfilled desired Technical & Financial Eligibility Criteria for this work.
5. We, authorize (indicate lead member of JV firm nominated as authorized member), as **Authorized member** represented by their authorized signatory Shri. (indicate the name) to act on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender/contract, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/ contract. However, authorized member shall not submit any such proposals, clarifications or commitments without securing clearance of other JV constituents(s).
- All notices/correspondences with respect to the tender/contract would be sent by Employer (Railways) **only to the authorized signatory of Authorized member at the address of JV firm**. All such notices/correspondences sent by Employer shall be legally binding on all the members of the J.V Firm.
6. The 'Members' resolve that the distribution of share of Financial, Technical, and other responsibilities of the constituent members of JV Firm is as under:
- | | |
|--|-------------|
| (a) <u>(indicate name & Address of Lead Member)</u> | Share% |
| Lead Member | |
| (b) <u>(indicate name & Address of Constituent Member)</u> | Share% |
| Constituent Member | |
| (c) <u>(indicate name & Address of Other Constituent Member)</u> | Share% |
| Other Constituent Member | |
7. The constitution of JV firm shall not be altered during the currency of the contract except

when modification become inevitable due to succession laws etc. provided that the minimum eligibility criteria are not got vitiated. Failure to observe this stipulation shall be deemed to be breach of contract, which will entitle the Employer (Railway) to take all consequential action as per contract conditions.

8. JOINT AND SEVERAL RESPONSIBILITIES

The Members undertake that they shall be jointly and severally liable to the Employer (Railways) for execution of the work in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Employer (Railways) during the course of execution of the contract or due to non-execution of the contract or part thereof. The members solemnly affirm and declare that every possible care will be taken by them for ensuring satisfactory execution and completion of the work awarded under the contract.

9. ASSIGNMENT AND THIRD PARTIES

No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other members and that of the Employer (Railways) in respect of the said tender/contract.

10. GUARANTEES AND BONDS

All bonds/guarantees e.g Performance Guarantee, Bank Guarantee etc. to the Employer (Railways) shall be submitted by the JV Firm as per tender conditions, only in the name of J.V Firm.

11. INDEMNITY

Each member hereto agrees to indemnify the other members against its respective parts in case of breach/default of the respective part of the contract/tender of any liabilities sustained by the Joint Venture Firm.

12. USE OF MACHINERY, INSTRUMENT, LABOUR FORCE etc.

For the execution of the respective portions of works, the members shall make full arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. However, the members here to undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, Engineer 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 any portion of the work, the member/members having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the members in Joint Venture Agreement shall hand over the same which shall be placed at the disposal of the other member actually executing that portion of the work at mutually agreed terms for the purpose of execution of the contract without any hindrance and obstacle

13. DOCUMENTS & CONFIDENTIALITY.

Each member shall maintain confidentiality regarding the information related to the tender/contract, commercial and technical information received or generated in the course of preparation and submission of the Tender and execution of contract.

14. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the members. If an amicable settlement cannot be

reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The Venue of the arbitration shall be (indicate the name of place). Notwithstanding settlement of any dispute among the members of the JV Firm, the JV members shall ensure satisfactory completion of awarded work as per the contract with the Employer (Railways).

15. **DURATION OF JOINT VENTURE AGREEMENT**

It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed and till Security Deposit is released.

16. **NOTICES/CORRESPONDANCE**

All Notices/Correspondence by Employer (Railways) in writing shall be sent by Fax confirmed, by registered post or commercial courier to the following Fax number and address.

(Indicate name of authorized signatory of authorized member, name & address of JV Firm with Fax number)

17. **Governing Laws** : The J.V. Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

18. **Declaration:-**

It is certified that we are not blacklisted or debarred by the Railways or any other Ministries/Departments of the Govt. of India from participation in tender/contracts on the date of submission of Bids either in our individual capacity or as a member of the JV Firm in which we were/are members.

IN WITNESS WHEREOF THE MEMBERS, have executed this JV Agreement on **(indicate day, month and year)**

<p>(Indicate name of authorized signatory) (indicate name & address of lead member)</p> <p>(Seal)</p>	<p>(Indicate name of authorized signatory) <u>(Indicate name & address of constituent member's)</u></p> <p>(Seal)</p>
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Witness:

3.....(Name & Address)

4.....(Name & Address)

Place :

Date :

(The J.V. Agreement should be got registered with Registrar of Company Act or with the Registrar/Sub-registrar under the registration act.)



पश्चिम मध्य रेलवे
West Central Railway



भारत 2023 INDIA
ONE EARTH - ONE FAMILY - ONE FUTURE



आज़ादी का
अमृत महोत्सव

महाप्रबंधक (संएवंदूस) कार्यालय,
प्रथम तल, एनेक्स-II भवन
प्लेटफार्म नं. 6, जबलपुर
Office of The GM (S&T),
1st Floor, Annex II building
P.F.No. 6, Jabalpur

सं./No: जबल/एन.एच.क्यू.120/पॉलिसी /टी-1 /पार्ट - V

Date: 10.01.2024

Sr.DSTE/Co./JBP,BPL,KOTA

Dy.CSTE/C/JBP,BPL

Dy.CSTE/Proj./BPL,KOTA

Sub: - Joint procedure order for undertaking earth work in the vicinity of Electrical, Signaling, Telecom cables. (Copy enclosed)

At present, on WCR, lot of new works or other activities are going on. There is massive cut of Signaling and Telecom cables during the course of these works or preparatory works, resulting into interruption in day to day train operations.

In view of the above, "Joint procedure order for undertaking earth work in the vicinity of Electrical, Signaling, Telecom cables" has been prepared and signed by PHODs of Engg, Electrical, S&T & Const deptts. The same is being sent for information and further necessary action at your end.

DA: as above (5 pages)

(के.के.श्रीवास्तव)
मुख्य संचार इंजीनियर
पमरे / जबलपुर

C/- For kind information & N/A.

CAO(C), PCE, PCEE, PCSTE

CSE, CSTE (Proj.) CSTE/GSU/Kota, CSTE/C

DRM/JBP, BPL, Kota

CGM/Civil/IRCON/KTE

CGM/S&T/IRCON/NDLS

CPM/RVNL/BPL, Kota-I/ Kota-II

WEST CENTRAL RAILWAY

No. WCR/N-HQ/110/JPO Corrsp/Sig.99,

Dtd: 8.01.2024

JOINT PROCEDURE ORDER FOR UNDERTAKING EARTH WORK IN THE VICINITY OF ELECTRICAL, SIGNALLING, TELECOM CABLES

Ref: (i) HAG level JPO issued vide letter No. WCR/N-HQ/110/JPO Corrsp/Sig.99 Dtd: 10.08.2020

(ii) Telecom circular no. 09/2023 issued by Railway Board vide letter no 2021/Tele/5(2)/3-part (1)(3425647) Dtd:12.06.2023.

The JPO is applicable to Construction, Open line, RVNL, IRCON, RITES, RE, State/Central Government Agencies/organizations, Private Parties working in WCR jurisdiction and supersedes earlier JPO issued vide reference (i) above on 10.08.2020.

1	Cable route marking for all types of cables must be made available block section wise on Railnet by nodal officer i.e. Sr. DSTE/Sr. DEE of the divisions and should be regularly updated for any change.
2	Before allowing the contractor for any work (earth work, trenching, drain work, earthing, Horizontal directional drilling etc.) near the track, the work executing agency (like Sr. DSTE/Sr. DEN/Sr. DEE, Dy. CSTE/Dy. CEE/Dy. CE or State/Central Government Agencies, Private parties) shall ensure that the permission had been granted by the division to the contractor. The executing officer shall convey intention in writing in Proforma 'A' to concerned nodal officer's viz. Sr. DEE and Sr. DSTE at least 07 working days in advance with specific requirement of cable route plan, if any. The same should be cleared by nodal officer within 07 days. Any non-compliance can be referred to ADRM of the division for final decision. No deviation on the approved plan is permitted without written permission of the nodal officer.
2.1	On receiving the above request, nodal officers shall arrange to issue detailed cable route plan of the area where earth work is proposed in pdf, gif etc. format (showing locations of cables at an interval of 200m or where there is change in alignment) to the executing officer. At the same time, nodal officer shall depute responsible supervisors within 02 working days for joint inspection of the site with executing supervisors, wherever required. The supervisors of Nodal officers will identify cables as per the cable route plan, cable route markers at site, suitable cable route tracer and, if required, by digging of cross trenches/cross pits and provide physical cable marking on the ground. Digging of cross trenches/cross pits shall be arranged by the concerned wing of the executing agency's supervisor. NOC in the form of joint note will be based on the joint inspection signed by supervisors. If no cable is found by the supervisors of Nodal officers, then NOC will be issued by them, then & there only.
2.2	Normally earthwork by contractor is done by earth moving machineries i.e. JCB/Poclain/spreader etc. however, if cables are present in the area i.e. Home Signal to Home Signal territory in station yards, work shall be avoided by

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	earthwork machineries till such time cables are diverted or else earth work shall be done manually. Such cable diversion work shall be done by S&T/Electrical wing of the executing agency under supervision of representatives of nodal officers.
2.3	For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, cost of shifting of cables shall be charged to sanctioned estimate and executing agency shall convey charging of the same. If necessary, contingency/supplementary can be utilized or revised estimate can be got sanctioned. However, in case, it is decided not to shift cable (due to any reason), then protection of cables shall be ensured during execution of the work by the executing agency as per direction of nodal officer.
3	In case of minor works such as foundation work for Bridges, ROB's, FOB's, RUB work, Drain works etc., the executing Contractor shall be advised to take out the cables (if extra loop length is available) carefully in the presence of supervisors of nodal officers and place it properly alongside at a safe location in separate trench before starting the earth work. Further, till such time these cables are in exposed condition, they will be guarded by executing agency to avoid theft and damage. Where extra loop length of cable(s) is not available, cable shall be shifted as per para 2.1.
4	<p>For doing any Engg. work in embankment or station area or railway boundary, where no excavation (only earth filling) is involved, NOC will be given after joint inspection of supervisors as mentioned in para 2.1 above, within 07 days of receipt of the letter of intention.</p> <p>The Engineering/S&T/Electrical control shall keep all the information regarding any work being done near the track. Engg., S&T and Electrical control shall exchange the information among themselves on regular basis and coordinate to ensure that no work is done in the vicinity of the track without proper permission.</p>
5	The concerned SE/P. Way/SE Works/SE Sig/SE Tele/SE Electrical (TRD or G) or RailTel Supervisors etc. supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6	In spite of following the JPO and NOC issued, if there is an incidence of cable cut due to (a) incorrect cable marking, (b) in location away from work area due to machinery movement, then no action shall be taken against the executing agency, provided the area where machines to be moved or where shrubs to be cleared is also clearly indicated in earth work request proforma 'A' which should be jointly site verified as mentioned in para 2. The case should be enquired & analyzed by Sr. DSTE's, Sr. DEE's of the division and remedial action to avoid recurrence shall be taken. A register of cable cut cases should be maintained by Nodal officers & proper documentation should be done for each case.

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7	"Railway will not lodge FIR with RPF in case of cable cut/damage where works being executed by authorized contractors of Railway have been duly permitted to execute the works in accordance with this JPO. Joint Note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The Joint Note deciding the fact whether the contractor should be penalized shall be completed in a day's time from the occurrence of cable cut". In all other cases, Railway is free to lodge FIR with RPF where works have been carried out by force/without following the JPO/without intimation to department concerned.											
8	Procedure for imposing penalty:-											
8.1	In case damage is caused to OFC/Quad cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following: -											
	(i)	Detailed cable route plan as per para1 (Annexure of Telecom circular no. 09/2023 issued by Railway Board vide letter no. 2021/Tele/5(2)/3-part(1)(3425647), dtd:12.06.2023) not provided by concerned department.										
	(ii)	The alignment of the cables at site does not tally with the information provided to the contractor in writing.										
	(iv)	No representative of S&T department/RailTel was available at site guarding the cables on the fixed predetermined date and time, where it was agreed for the same in writing.										
	(v)	Penalty to be imposed for damages to cable shall be as under: - <table border="1"> <thead> <tr> <th>Cable damaged</th><th>Penalty per location</th></tr> </thead> <tbody> <tr> <td>Only Quad cable or Signalling cable</td><td>Rs. 1.0 lakh</td></tr> <tr> <td>Only OFC</td><td>Rs. 1.25 lakh</td></tr> <tr> <td>Both OFC & Quad</td><td>Rs. 1.50 lakh</td></tr> <tr> <td>Electrical Cables</td><td>Rs. 1.0 lakh</td></tr> </tbody> </table>	Cable damaged	Penalty per location	Only Quad cable or Signalling cable	Rs. 1.0 lakh	Only OFC	Rs. 1.25 lakh	Both OFC & Quad	Rs. 1.50 lakh	Electrical Cables	Rs. 1.0 lakh
Cable damaged	Penalty per location											
Only Quad cable or Signalling cable	Rs. 1.0 lakh											
Only OFC	Rs. 1.25 lakh											
Both OFC & Quad	Rs. 1.50 lakh											
Electrical Cables	Rs. 1.0 lakh											
8.2	Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. The mode of recovery of penalty shall be (a) from latest running bills, in case of working contractor under Railway, (b) in form of demand Draft/Banker's Cheque payable in case of State/Central Govt. agencies and Private Parties. These recoveries shall be based on amount mentioned in the joint report and to be recovered immediately after the incident of cable cut/damage. S&T department shall raise the debits in case of damages to OFC or Quad or Signalling cable and Electrical department shall raise the debits in case of damages to Electrical cable.											
8.3	In case cable is damaged due to negligence of Railway Supervisor(s), action shall be taken against them by concerned controlling authority.											
8.4	For each cable cut case, a Joint Note shall be made out by Supervisors of concerned department i.e. open Line- S&T/Electrical (as the case may be) and supervisor of Concerned Executing Agency/department. While preparing the Joint Note it must be ensured that specific remarks/comments about the various issues/items mentioned in para 8.1 of this JPO are covered and the views/explanation of concerned staff/supervisors of agency involved in cable cut are also obtained in writing. This should become the basis for levying penalty and fixing responsibility. Joint Note should be forwarded by											

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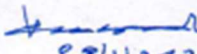
67/01/2024

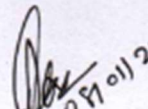
10/1/24

	Sr. DSTE/Sr. DEE to the executive in-charge of the work for raising penalty.
8.5	The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr. DSTE/Sr. DEE as the case may be.
8.6	There should be provision of appeal within one month of notice for levying penalty at ADRM's level for other than construction org. works. For construction works, CSTE(Con.)/CEE(Con.) shall be the appellate authority. Decision of ADRM/CSTE(Con.)/CEE(Con.) shall be final and binding upon both the parties.
9	In case of cable cut, executing agency shall extend all possible support as far as possible by deploying labour/machines for identifying cable cut location, making pit for jointing etc. to ensure prompt action and for early restoration.
10	In case of cable cut, it will be the responsibility of work executing agency to inform concerned S&T/Electrical officials without any delay through concerned supervisor. Any effort of hiding/running away from the site will be viewed seriously and additional penalty can be levied as per provisions under GCC and contract in place under which the work is being carried out.
11	Executing agency shall also ensure that provisions contained in circulars, JPOs regarding penalties issued from Railway Board and West Central Railway should be included in all the tender documents for any works (earth work, trenching, drain work, earthing, Horizontal directional drilling etc.) required digging close to Railway Signalling, Telecom, Electrical cables etc. so as to bind them legally for ensuring recoveries from them.
12	Any provision not covered in this JPO shall be decided based on the Telecom Circular 09/2023 issued from Railway Board.


(Manoj K. Agarwal)
CAO(C)/WCR


(D. V. Meena)
PCSTE/WCR


(A. K. Singh)
PCE/WCR


(A. Kumar)
PCEE/WCR

Proforma 'A'

**Format for Earth Work/ Excavation by executing department
(Electrical/Signal & Telecom/Engineering) of Open
Line/Construction/RVNL/IRCON/RITES/State/Central Government
Agencies/Private Parties etc.**

**Before commencing work and for extension of program for Earth
Work/Excavation**

S.N.	Item	Details
1	Name of work	
2	(a) Contract Agreement No. & date	
	(b) Name of agency with address	
	(c) Contact mobile nos. of executing supervisor & officer in charge of site of executing agency	
3	Location where earth work/ excavation is proposed (sketch GAD to be enclosed) (km & between stations, line UP/DN) with distance from existing lines and area of the proposed earthwork including shrubs clearing for movement of machine to the proposed work site.	
4	Brief description of nature of work	
5	Duration of work	
6	Proposed date of commencement of work	
7	Provision of manpower to facilitate execution of work.	
<p>Note: Information regarding date of commencement of the work has be intimated in advance with probable duration of the work in each case. For any change of period, it has to be freshly applied in writing.</p> <p align="center">Signature of Sectional Engineer of concerned department</p>		

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08/01/2024

08/01/2024

08/01/24

(Ref. Para-16 of SGCC 2022)

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER(S) WITH TENDERER(S)

- (i) Information and particulars regarding working /retired Railway Engineer (s)/ Officer(s) of Gazetted rank as proprietor of proprietary firm.

Sr.No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (ii) Information and particulars regarding retired Railway Engineer (s)/ Officer(s) of the Gazetted rank being one of the partner/members in the partnership Firm/ Joint venture/registered Society/ registered firm/ LLP etc.

Sr. No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (iii) Information and particulars regarding retired Railway Engineer (s)/ Officer(s) of the Gazetted rank being director in the company.

Sr No.	Name of retired Gazetted Officer / Engineer with designation & place of posting at the time of retirement	Date of Retirement	Particulars of permission taken for associating with the tenderer (wherever applicable)
1.			
2.			

- (iv) Information in terms of tender document para-16(c) of Chapter-2 regarding Relative(s) employed in Gazetted capacity on the Railway:

Sr. No.	Name of the relative who is employed in Gazetted capacity in Engineering or any other department of the Railway with Designation	Relation
1.		
2.		

The information under Item(iv) is to be submitted by the tenderer, 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.

Signature of tenderer

Along with Seal

Note:- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway Officer/ Engineer, NIL information to be furnished in the format.

1. Document of permission from the President of India or any officer, duly authorized by him in this behalf, shall be submitted in case (i) where such Engineer or officer had not retired from government service at least 01 year prior to the date of submission of the tender and where such Engineer or officer is a proprietor, partner, member or director as the case, in proprietary firm, partnership Firm/ Joint venture/registered Society/ registered firm/ LLP, company.

2. If the above information is not furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

(Format given above is for guidance only. Any certificate, containing complete/relevant required information as asked for in other format, shall be considered.)

CERTIFICATE for Inspection of Cable Trench, for hard soil /murram**Contract agreement No.**

The Cable trench has been inspected by us on the following sections and found that the trenches at stretches mentioned below are of hard soil / murum and the work has been done according to the schedule .

S.No.	Tender schedule item No.	From (Km)	To (Km)	Remarks

Signature of Contractor's representative
(Name and Designation)

Signature of Site-in-charge
(Railway Representative)
(Name and Designation)

Date :

Test checked by Field officer (Railway)

.....**(Signature of Officer)**

.....**(Name & Designation)**

Approved by Engineer-in-charge (Railway)

.....**(Signature of Officer)**

.....**(Name & Designation)**

CERTIFICATE for Inspection of Cable Trench,
For making of cable way in rocky area

Contract agreement No.

The Cable trench has been inspected by us on the following sections and found that in stretches of trench mentioned below, making of cable way is required. and the work has been done according to the schedule .

S.No.	Tender schedule item No.	From (Km)	To (Km)	Remarks

Signature of Contractor's representative
(Name and Designation)

Signature of Site-in-charge
(Railway Representative)
(Name and Designation)

Date :

Test checked by Field officer (Railway)

.....**(Signature of Officer)**

.....**(Name & Designation)**

Approved by Engineer-in-charge (Railway)

.....**(Signature of Officer)**

.....**(Name & Designation)**

End of Tender Document
Part-II
