

**SOUTH CENTRAL RAILWAY**  
**TENDER FORM (First Sheet)**

Tender No: \_\_\_\_\_

Name of work: \_\_\_\_\_

To

The President of India,

Acting through the Senior Divisional Engineer/Divisional Engineer,

South Central Railway.

1. I/We ----- have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. **I/We also agree to keep this tender open for acceptance for a period of 60 days (90 days for the Two Packet System tenders) 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 South Central Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself /ourselves to complete the work in all respects within the time period stipulated in the enclosed Schedule from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract with all correction slips up-to-date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs.\_\_\_\_\_ has already been deposited online/submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other rights 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 7 (Seven) days after receipt of notice issued by the Railway that such documents are ready, and
  - c) I /We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto..... (Copy enclosed) and hence exempted from submission of Earnest Money.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Earnest Money.
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)

**SOUTH CENTRAL RAILWAY**  
**CONTRACT AGREEMENT OF WORKS**

1. Contract Agreement No. \_\_\_\_\_ dt. \_\_\_\_\_  
Articles of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between President of India acting through the \_\_\_\_\_ South Central Railway Administration hereafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor" of other part.
2. Whereas the contractor has agreed with the Railways for performance of the works \_\_\_\_\_ set forth in the Bill(s) of Quantities hereto annexed up on 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 the South Central Railway 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 Indian Railways/South Central Railway 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 work is an act in which the public are interested.
3. Whereas the balance in the security deposit after adjustment of Bid Security of Rs. \_\_\_\_\_ originally paid by the contractor is at the instance of the contractor recovered at 06 percent of the value of the running bills till the amount of Security Deposit of Rs. \_\_\_\_\_ is fully recovered.
4. Whereas the contractor has furnished an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (05% of Contract value) towards Performance Guarantee valid upto \_\_\_\_\_ (valid up to the stipulated date of completion plus 60 days beyond that).
5. NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railways, the contractors will duly perform the said works in the 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 \_\_\_\_\_ year and will be maintain the said works for a period of \_\_\_\_\_ Calendar months from the certified date of the 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 has been fully set forth herein), AND the Railway, both hereby agree that if the contractor shall duly perform the said work in the manner aforesaid and observe and keep 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.

Signature of the contractor  
Address:  
Date:

Signature  
Designation  
(For President of India)

Signature of witnesses  
(to Signature of Contractor) with address:

<b>TO BE SIGNED AT THE TIME OF AGREEMENT ONLY</b>
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## STANDARD GENERAL CONDITIONS OF CONTRACT

- 1 The rates include all lead and if the materials obtained by rail all freight charges including loading charges.
- 2 **Goods and Services Tax (GST):** Goods and Services would be subject to GST Acts and Rules as applicable from time to time (Ref. PCE/SC's letter No. W/417/P/GST/2017 dated 09/06/2017 for Para 2.0 to 2.3) GST would replace taxes currently levied and collected by Centre like Central Excise Duty, Service Tax, Cess and Surcharge so far as they are related to supply of Goods and Services. GST would also replace State Taxes that is within GST like state VAT, Central Sales Tax, Entry Tax and State cess and surcharges so far as they are related to supply of Goods and Services. *However, seigniorage charges, building and other worker welfare cess, IT and IT related cess etc., is likely to continue.*
  - 2.1 All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are **as per GST Law**.
  - 2.2 The responsibility for remitting the Service Tax/GST lies with the service providers.
  - 2.3 It is stipulated that all the vendors/service providers should have GST Registration Number while claiming the Service Tax in their invoices.
  - 2.4 **"Seigniorage charges":** (PCE/SC letter No.W.44/B/Vol. VII dt 06-12-2017).

Seigniorage charges/fee for consumption of earth, moorum, sand and other minerals in works execution as fixed by the State Government from where the minerals are drawn and payable to them as revised from time to time during currency of contract will be recovered by the Railway from the contractors, in "on account" and "final bills" and remitted to the State Government unless exemption obtained to the contrary or proof of payment of seigniorage charges submitted as indicated below: "Transit passes/Redeclared Mineral Despatch permits/Royalty Clearance Certificates" issued by State Govt., officials in token of having paid seigniorage fee. Such passes/permits/certificates should also indicate the relevant name of work/ contract Agreement Number. In such cases, the genuineness of such documentary evidence produced along with proof of payment of seigniorage charges shall be got verified by the Railway from concerned Mining and Geology department and excess amount recovered, if any, refunded to the contractor.

Note: The word "Consumption" of various minerals indicated in above clause, inter alia means "supply" as well.
- 2.5 The rates quoted by the tenderer shall be inclusive of seigniorage charges on all items of work to be executed under the contract, applicable as on the last date of submission of tender. Applicable seigniorage charges shall be indicated by the agency while participating in the tender.
- 2.6 For any subsequent increase or decrease in the rates of seigniorage charges, reimbursement/recovery will be effected to/from the contractor as per the following provisions.
  - a) For increase in the rates of seigniorage charges after the last date of submission of tender:- the increased amount will be recovered by the Railway from the contractors, in "on account" and "final bills" and remitted to the State Govt., on receipt of State Govt.'s order to that effect. However, the Railway shall reimburse the additional liability to the contractor, provided that the work executed falls in the original completion period of the

work or in the extended period granted on administrative grounds i.e. under clause 17-A (i), (ii) or (iii) of IRSGCC.

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

- b) For any decrease in seigniorage charges or waiver, recovery of seigniorage charges will be made at the rates as prevailing on the last date of submission of tender but remittances to State Government will be made only at the revised reduced rates. The difference in amount will be retained by Railway and contractors will not have any claim on this account.
  - c) In the event of contractor submitting proof of payment of seigniorage charges also, adjustment of liability by way of reimbursement/recovery of the difference amount arrived based on the increased/reduced rates at which actual payments done by the contractor and the rates of seigniorage as prevailing on the last date of submission of tender shall be effected on the lines of provisions under 3 a) & b) above.
- 2.7 No additional amount will be paid or claim entertained on this account by the Railway contractor shall not have any claim whatsoever as a result of the increase in the rates of all other taxes, duties, octroi or any form of levies etc., even if incurred on the supply/use of minerals indicated above.

**Note:** A register shall be maintained by Engineer in-charge in which the entries should be made regarding the documentary evidence i.e., Serial No. of "Transit passes/Re-destinated Mineral dispatch permits/Royalty Clearance certificates" issued by concerned authority showing proof of payment of Seigniorage charges, for each bill. Relevant entries shall also be made on receipt of verified document from Mines & Geology department of State Government against the particular bill and "Transit passes/Redestinated Mineral dispatch permits/Royalty Clearance certificates" shall be scored out with cross mark with an endorsement "Accounted against CC/Final bill No ----- dt.----- for Agt No-----". These passes shall be kept on record for subsequent verification till closure of the contract. The register should be page numbered and one page allotted one contract. The reference where the verified "Transit passes/Redestinated Mineral dispatch permits/Royalty Clearance certificates" is filed shall also be made on the register.

**Taxes:**

- i. The tenderer shall quote the rate by taking in to account all the statutory duties/taxes applicable to the work up to the date of opening of tender.
- ii. Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt., notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.
- iii. However, if the extension of contract period is on account of failure of contractor, no-compensation shall be made towards upward revision or imposition of any new taxes.
- iv. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

- 3 **WATER:-A charge of One percent** will be made by the Railway for the supply by the Railway of piped water from existing pipe lines and calculated on the amount of all items of work (**SSR/NS items**) appearing in the bills payable to the contractor in respect of which work such water has been issued to the Contractor and such charges should be deducted from sums due or payable by the Railway to the Contractor from time to time.
- 4 In the event of water having to be brought by the Railway to the site of the work in traveling tanks, the actual freight at Public Tariff rate and all other charges incurred therein including any demurrage that may be levied shall be payable by the Contractor and deducted from sums due or payable by the Railways to the Contractor from time to time.
- In addition to the charges of one percent referred to above, if additional pipe lines to those already existing are called for by the contractor, the cost of the same and all charges incurred by the Railway in their laying including supervision charges will be paid by the contractor or the contractor provides and lay his own piping at the discretion of Divisional Engineer.
- 5 The Railway does not guarantee work under each items of the Master Schedule. For example if a gate-lodge or gang huts are to be built between stations and the work order issued to the sectional contractors additional payment on account of lead or freight charges for the materials that may have to be brought by rail or by road, will not be admissible.
- 6 If there arises any discrepancy between the printed **USSR / DSR of CPWD** as amended by addendum and corrigendum slips issued from time to time upto date and the schedule attached to the Tender pertaining to this work, the former shall be treated as authenticative and binding in all purposes shall prevail.
- 7 Rubble masonry shall be first sum of Railways Specification No 503 according to South Central Railway Specification for materials and works. Contractors attention is particularly invited to dressing of stone as laid down in the Railway's specification.
- 8 The Special conditions supplemented to the conditions of Tender and contracts the General conditions of contract and the notes appearing under the relevant chapter and sub chapters of the **USSR / DSR of CPWD** should be considered as part of the contract papers where the provisions of these conditions are at variance with General Conditions of Contract these special conditions shall prevail.
- 8.1 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.
- 8.2 CPWD Specifications 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.
- 8.3 Indian Railways Unified Standard Specification (IRUSS) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- 8.4 Indian Railways Unified Standard Specifications (Works and Material) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

- 8.5 IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 8.6 Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 8.7 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.

9 **Performance Guarantee (P.G.):**- (Ref-Indian Railways Standard, GCC April 2022)  
The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) **The successful bidder shall submit the Performance Guarantee (PG) amounting to 05% of the original contract value and additional Performance Guarantee as per 16(4)(h) (GCC ACS No: 11 dt: 13.03.2026) in any of the following:**
  - (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Insurance Surety Bond as per Annexure-XVII (GCC, ACS No: 09 dt: 09.01.2025)  
*Note: In case of extension of date of completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/Fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.*
  - (iv) Government Securities including State Loan Bonds at 5% below the market value;
  - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and

- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of GCC.
- (h) If a tender is accepted on the quoted rate of the bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:**

<b>Bid quoted in % of advertised cost</b>	<b>Additional Performance Guarantee (%)</b>
<b>Below 0 - 5% (Inclusive)</b>	<b>NIL</b>
<b>Below 05%</b>	<b>05%</b>

**10. Security Deposit:** The Security Deposit shall be 05% 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 fulfilment 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 06% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

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

- (a) Final Payment of the Contract as per clause 51.(1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

**10.1(ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC April 2022, 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 GCC April 2022, the Security Deposit shall not be forfeited

**10.2** 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 9(b) will be payable with interest accrued thereon.

**11. Force Majeure Clause: (Clause No: 17 in GCC April 2022)** 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.

**11 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: terms of the following clauses:

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation there for, 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 11A(i) or/and 11A(ii) or/

and 11A(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.

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

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 April 2022, 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 11B, further request(s) for extension of time under clause 11A can also be considered under exceptional circumstances. Such extension(s) of time under clause 11A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 11B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 11B.

**11 C Bonus for Early Completion of Work:** In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or

Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

## **12 Price Variation Clause (PVC):**

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

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of GCC April 2022, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

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

### **12.3 Validity:**

Rates accepted

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

- a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

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

**12.5** No price variation shall be admissible for fixed components.

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

(I). For Civil Engineering Works

S. No.	Classification/ Component		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B, 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E 8E & 9E
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S <sub>c</sub>	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M <sub>c</sub>	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

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

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

**1 Earthwork in Formation**

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

**2 Ballast Supply Works**

**3 Tunnelling Works (Without Explosives)**

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

3B Item(s) for supply of Steel

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

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

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

**4 Tunnelling Works (With explosives)**

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

4B Item(s) for supply of Steel

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

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

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

**5 Building Works**

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

5D Item(s) for Fabrication & Erection of Structures including supply of Steel

5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**6 Bridges & Protection work**

6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel

6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

**7 Permanent Way linking**

**8 Platform, Passenger Amenities**

8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E

8B Item(s) for supply of Steel item/fittings

8C Item(s) for supply of Cement Item

8D Item(s) for Fabrication & Erection of Structures including supply of Steel

8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

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

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

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

$$(i) L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

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

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
Lc	% of Labour Component in the item(s)
Mc	% of Material Component in the item(s)
Fc	% of Fuel Component in the item(s)
Ec	% of Explosive Component in the item(s)
PMc	% of Plant, Machinery and Spares Component in the item(s)
Sc	% of Steel Supply item Component in the item(s)
Cc	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under $W_s$ or/and $W_c$ or/and $W_{SF}$ or/and $W_F$ or/and $W_{SFL}$ or/and $W_{FL}$ and cost of materials supplied by Railway either free or at fixed rate,
$W_s$	Gross value of work done by Contractor for item(s) of supply of steel.
$W_c$	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
$W_{SF}$	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
$W_F$	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
$W_{SFL}$	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
$W_{FL}$	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
LB	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
LQ	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
MB	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
MQ	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

- FB The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
- FQ The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under Consideration
- EB Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- EQ Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PMB Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PMQ Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction' – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
- SB The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- SQ The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- CB Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- CQ No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- Rt IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- Ro IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
- Pt IEEMA price index for Copper wire rods for the month which is two months prior to date Of inspection of material.
- Po IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Zt IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Zo IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- It RBI wholesale price index for the sub-group "Insulators" for the month which is two

months prior to date of inspection of material

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

**12.8** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 12.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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

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

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

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

#### **12.10 Price Variation during Extended Period of Contract**

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

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



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

*If as per tender conditions, PVC is applicable in the contract, same shall remain applicable irrespective of Variation of quantities beyond Agreement value. PVC during extended period of contract shall be governed by para 46A.10 of GCC.*

**13 DEDUCTION OF INCOME TAX AT SOURCE:**

In terms of new Section 194-C inserted by the Finance Act 1972 , in the income tax Act 1961 the Railway shall at the time of arranging payments to the contractor and/or subcontractor (in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on Income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961. No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

**14 LIABILITY OF CONTRACTOR(S) - ANY DAMAGE SUSTAINED BY RAILWAYS DURING ACCIDENTS ETC., CAUSED DUE TO CONTRACTOR(S) FAILURES, FAULT OR NEGLIGENCE.**

Railway will post an Engineer-in-charge who may be SSE/SE/JE or Supervisor of any grade at site for Technical Supervision of the work. This Engineer-in-charge will be responsible for safety of the traffic. The work shall be executed by the contractor in a workman like manner to the satisfaction of the Engineer-in-charge. The Contractor and his labour shall be guided by the instructions of the Engineer-in-Charge. In the event of any accident occurring at the work site and it is established during the departmental enquiry by the Railway or by Statutory enquiry of CRS, that the accident occurred wholly or partly due to any act tantamounting to negligence on the part of the contractor or his labour in not adhering to the instructions of the engineer-in-charge, the contractor shall render himself liable for damages and also legal prosecution if loss of life is involved.

**15. PERIOD OF COMPLETION:**

- 15.1** The Railway expects that a resourceful and experienced contractor should be able to complete the work in all respects within the period as specified in the Tender Notice and in the Schedule where items of work are furnished from the date of letter of acceptance of the Tender.
- 15.2** Extension of time of completion will be governed by clause 17 of General Conditions of Contract. However, while granting the extension of time under clause 17(B) of GCC, a token penalty as deemed fit based on the circumstances of the case can be imposed on the contractor without prejudice to other rights of Railway

Administration as provided under GCC.

16. **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.

## 17. VARIATIONS IN EXTENT OF CONTRACT

- 17.1 **Modification to Contract to be in Writing:** In the event of any of the provisions of 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.

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

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

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

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

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
- d.(I). Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- d.(II). Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d.(III). Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d.(IV). In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- d.(V). As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**17.3 Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra 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 these Conditions.

17.4 In Zonal contracts the variations in the contract should not exceed 25% of the contract value.

17.5 Overall agreement value, arrived at by adding the positive variation and subtracting the

negative variation from the accepted value of the contract, shall be taken for deciding the competence of the sanction (Authority: RB ltr No: 2017/Trans/01/Policy dated 27/03/18)

- 17.6 In the event of any reduction in the quantity to be executed for any reasons what so ever, the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done. The contractor is bound to notify the Engineer at least seven days before the necessity arises for the execution of any item in excess of 25% of the quantity provided in the agreement.
- 17.7 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 work by other means and the contractor shall no claim for loss or damage that may result from such procedure.
- 17.8 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of tender (both for increase as well as decrease of value of contract agreement) sanction of competent authority as per single tender should be obtained. **In addition to the above, the partial modification is as furnished below (RB Lr No: 2017/Trans/01/Policy/New Delhi dtd 08/02/2018), it has been decided that as a result of variations, a contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.**

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

#### **18. Provision of Efficient and Competent Staff at Work Sites by the Contractor:**

- 18.1 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.
- 18.2 The Contractor shall at once remove from the works any agents, permitted subcontractor, 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.
- 18.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper

completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

**18A. Deployment of Qualified Engineers at Work Sites by the Contractor:**

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

**18.A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 18A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

**18.A.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.**

**The contractor shall employ the following technical staff during the execution of this work.**

18.4. One qualified Graduate Engineer when the cost of the work to be executed is Rs.200 lakhs and above.

18.5 One qualified Diploma Holder Engineer when the cost of the work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.

18.6 These Engineers shall be available throughout the period when the work is **progress and not merely available for taking the instructions. In case the contractor fails** to employ the qualified Engineer, as aforesaid in the para No: 18.1 & 18.2, he, in terms of provisions in the GCC, shall be liable to pay an amount of Rs.40,000/- (Rs. Forty thousand only) and Rs.25,000/- (Rs. Twenty five thousand only) for each month or part thereof for the default period respectively.

The decision of the Engineer-in-charge as to the 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. (The above clause is not applicable for contracts exclusively for Welding of Rail joints in terms of CTE/SC letter No.W.509/P/Vol.X dt.6-4-2006).

**19. Rates for Items of Works:**

(i) The rates, entered in the accepted Bill(s) of Quantities 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 (GCC April 2022) of these conditions 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 centre 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 (GCC April 2022) and the Contractor thereupon 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.

## **20 A Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

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

**20 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.

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

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

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

**20 D Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:**

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued 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.

**21.(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.

**21.(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.

**21.(3) Water Supply by Railway Transport:** In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

**21.(4)(a) Contractor to Arrange Supply of Electric Power for Works:** Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

**(b) Electric Supply from the Railway System:** The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

**22.0 DISASTER MANAGEMENT**

In case of accidents/natural calamities involving human lives, the Railway administration can draft vehicles and equipment of the contractor however, for payment purpose, the item will be operated as additional NS item duly negotiating the rates.

**22.1 SAFETY PRECAUTIONS TO BE TAKEN AT WORK SITE.**

The contractor shall not allow any road vehicle belonging to his or his suppliers etc, to



ply in railway land next to the running line. If for execution of certain works viz. earth work for parallel railway line and supply of ballast for new or existing rail line gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer- in- charge for permission giving the type and number of individual vehicles, names and license particulars of the drivers location duration and timings for such work/ movement. The Engineer In-charge or his authorized representative will personally counsel , examine and certify the road vehicle drivers contractor's flagmen and supervisor to be deployed on the work location, to be deployed on the work location period and timing to the work .This permission will be subject to the following obligatory conditions.

- 22.2 Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 m from the center of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractor's representative and controlling engineer/ supervisors in charge of the work including officers and the in-charge of the section".
- 22.3 Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- 22.4 The vehicles shall ply 6 mtr. clear of track. Any movement/work at less than 6mtrs and up to minimum 3.5m clear of track centre, shall be done only in the presence of railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5 mtr. from track centre. Cost of such railway employee shall be borne by the Railways.
- 22.5 The contractor shall remain fully responsible for ensuring safety and incase of any accident, shall bear cost of all damages to this equipment and men and also damages to railway and its passengers.
- 22.6 Engineer-in-charge may impose any other conditions necessary for a particular work or site.
- 22.7 The Contractor at all times shall adopt safe working methods to ensure safety of structures, equipment and labour at site of works.
- 22.8 The contractor shall not start any work without the presence of Railway supervisor or his representative authorized by ADEN-in-charge and Contractor's supervisor at site.
- 22.9 The methodology proposed to be adopted by the Contractor is to be approved by Engineer-in- charge with a view to ensure of safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work.
- 22.10 Survey of site by Supervisor of contractor and Railway's Supervisor is to be done to assess precautions to be taken at site for working of trains and materials required for protection.
- 22.11 The list of permissible / sanctioned infringements to moving dimensions for the section shall be made available where work is to be done to execute the works without infringing the moving dimensions.
- 22.12 Competency certificate issued by ADEN-in-charge with the Contractor's supervisor at site should be available in the format given in **Annexure-I**.

- 22.13 The detailed plans for safe execution of works, duly approved by the Division should be available for undertaking execution of such works which have bearing on moving dimensions, especially those works close to the running lines and fixed structures on bridges, inside tunnels etc.,
- 22.14 Look-out caution, speed restrictions as well as traffic block shall be ensured where necessary for execution of works affecting running lines.
- 22.15 Mobile phones or Walky-Talkie sets where necessary should be provided at work sites.
- 22.16 **PRECAUTIONARY MEASURES TO BE TAKEN AT WORK SITE AWAY FROM THE TRACK:-**
- 22.17 Trenches and foundation pits should be adequately and securely fenced, provided with proper caution signs and marked with red lights at suitable intervals during night to avoid accidents. Adequate protective measures should be taken to see that the excavation operations do not affect or damage adjoining existing buildings.
- 22.18 Proper precautions should be taken for safety of persons and adjoining property before undertaking any blasting operation. Red flags should be prominently displayed around the area to be blasted. All the people on the work except those, who actually light the fuses, should be withdrawn to a safe distance of not less than 300 meters from the blasting site. Recommendations given in I.S. 4081:1986 should be followed for safety during various operations involved in the process of blasting.
- 22.19 Suitable scaffold should be provided for workman for all works than cannot be safely done from the ground or from solid constructions except such works which can be done safely from ladders for a short period. When a ladder is used, extra labourers should be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds should be provided on the ladder and ladder should be given an inclination not steeper than 4 to 1 ( Four vertical to one Horizontal).
- 22.20 Workers employed on mixing asphalt materials, cement and lime mortars should be provided with protective hand and footwear and protective goggles.
- 22.21 Workers employed in whitewashing and stacking of cement bags or any materials which injurious to the eyes should be provided with protective goggles.
- 22.22 Workers engaged in welding works should be provided with welders protective eye-shields, single piece cotton cloth and shoes.
- 22.23 Stone breakers should be provided with protective goggles, leg-guards and protective clothing and they should be seated at sufficiently safe distance from each other.
- 22.24 A fully equipped First-Aid Box should be maintained at site by the Agency with at least one person fully trained to give First-Aid.
- 22.25 Inflammable articles such as Petrol, oil etc., should be stored separately from other materials and all prescribed precautions as per the Indian Explosive Act should be taken.
- 22.26 In the Bridge work, Track works, repairs to tunnel and demolition of structures through contractual Agency, the safe working and ensuring safety of workman employed should be specifically laid down in the contract itself.

**23.0 PRECAUTIONARY MEASURES TO BE TAKEN AT WORK SITE IN VICINITY OF TRACK:-**

- 23.1 Drivers of trains must be served with caution order to look out for any obstruction at the place of work.
- 23.2 Arrangements should be made to protect the track in case of emergency at work site.

- 23.3 Before the start of the work, the land strip adjacent to the running track where road vehicle / machinery is to ply for the work shall be demarcated by lime in advance at the appropriate distance from the centre of existing track in consultation with the Railway Supervisor [Annexure-IV(A)]. Sketch showing the location of marking and barricading along the full length of the work area should be done as per the sketch given in [Annexure-IV (B)]. This will enable the workmen posted at the site and also the lorry drivers to have clear guidelines on the movement of vehicles.
- 23.4 Movement of Lorries near the track should be prohibited during night. In case it is unavoidable adequate protective measures including lighting must be ensured in the complete work area for the safety of the Public and Passengers. Also additional staff shall be posted as necessary for night working.
- 23.5 Work should not be allowed to progress without the prior approval of the Engineer-in-charge in case movement of vehicles close to the track is involved.
- 23.6 Machines and vehicles should ply 6 meters (from Track centre ) in case movement at less than 6 meters away from the track is inescapable, it should be permitted in the presence of Railway employee authorized by the Engineer-in-charge.
- 23.7 Contractor's representative should be issued a certificate by ADEN to the effect that they have acquired sufficient knowledge about the safety precautions that are needed to be followed while working near the track.
- 23.8 The worksite shall be suitably demarcated to keep public and passengers away from the work area. Necessary sign boards such as **Work in progress** etc., shall be provided at appropriate locations to warn the Public / passengers.
- 23.9 Check lists given in **Annexure-II & III** shall be used to ensure that all the requisite measures have been taken before start of work and work in progress.
- 23.10 All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by Site in-charge from time to time.
- 24.0 WORKING OF CONTRACTOR'S VEHICLES AT SITE**
- 24.1 INDIAN RAILWAYS PERMANENT WAY MANUAL 1986 -(EDITION) ADVANCE CORRECTION SLIP No.95 dt 30-06-04 Etc., 826 (i)-** The contractor shall not start any work without the presence of Railway Supervisor or his representative and contractors supervisor at site. **826 (vii)-** The Engineer-in-Charge shall approve the methodology proposed to be adopted by the contractor with view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted /followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both, i.e Railway supervisor or his representative as well as the contractor's supervisors as a token of their having understood the safety precautions to be observed.
- 24.2 When the contractor's vehicles are to be worked closer to 6m but not less than 3.5m from center line of the running track (Annexure-IV A)**
- 24.3** Drivers of vehicle shall be briefed about safety and precautions to be taken while moving/working close to traffic.
- 24.4** Demarcation of the land shall be done by bright colored red ribbon/nylon rope of

- 12mm thick suspended on 75cm high wooden/bamboo posts at a distance of 3.5m from center line of nearest running track as shown in (Annexure-IV B)
- 24.5** Contractor shall ensure the road vehicle/Machinery ply in a way so that these do not infringe the line of demarcation.
- 24.6** Presence of an authorized Railways representative shall be ensured before plying of vehicles or working machinery.
- 24.7** Railway supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying or machinery working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
- 24.8** Lookout men shall be posted along the track at a distance of 800m from such locations, which will carry red flag and whistles to warn to the road vehicles/machinery users about the approaching trains.
- 24.9** On curves where visibility is poor, additional lookout men shall be posted.
- 24.10** In unusual circumstances, where operator apprehends infringement to track while working truck/machinery near running track, following action shall be taken:
- 24.11** The contractor /supervisor/vehicle operator immediately advise the situation to Railway official and assist him in protecting the track.
- 24.12** Protection shall be done for other emergencies.
- 25.0 WHEN THE CONTRACTOR'S VEHICLES ARE TO BE WORKED CLOSE TO 3.5M FROM CENTER LINE OF RUNNING TRACK:**
- 25.1** Plying of vehicle or working of machinery closer to 3.5m of running track shall be done under protection of track. Traffic block shall be imposed wherever considered necessary.
- 25.2** The site shall be protected as per the sketch given in (Annexure-IV B) and the provisions of Para No. 806 & 807 of P-way Manual as the case may be.
- 25.3** Presence of a Railway supervisor shall be ensured at work site.
- 25.4** Railway supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying or machinery working close to running tracks. The train drivers shall whistle freely to warn about the approaching train.
- 26.0 PARKING OF VEHICLES OR CONSTRUCTION MACHINERY:**
- 26.1** No vehicle or construction machinery shall be parked in unmanned condition on a gradient sloping towards running track.
- 26.2** Even on level ground or gradients sloping away from the track, vehicles or construction machinery shall be parked in unmanned conditions at a minimum distance of 6m from nearest track center in fully braked condition. In addition to brakes, suitable wedges shall also be applied on all the wheels.
- 27.0 TRAINING**
- Training in safe working methods for both along and on the track should be imparted to supervisors /operators of the work executing agencies. Such training may be imparted at zonal/divisional training schools for required duration as deemed fit, with a view to ensure that the field staff engaged in such works get acquainted with the safety precautions that are needed to be taken while executing the works.

**28.0 WORKING DURING NIGHT:** The Contractor shall not carry out any work between sunset and sunrise 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.

**29.0 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 (GCC April 2022), the parties shall execute the Final Supplementary Agreement as per Annexure XIV (GCC April 2022). (Clause No: 48(3) of GCC April 2022)

### **DETERMINATION OF CONTRACT**

(Clause No: 61 & 62 of GCC April 2022)

- 61.(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.
- 61.(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.
- 61.(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.

### **SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES: (Clause No: 63 of GCC April 2022)**

#### **63.0 Conciliation of disputes:**

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway

Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

(iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

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

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

**Demand for Arbitration:** (Clause No: 64 of GCC April 2022 & ACS No. 10, Dt: 04.03.2025)

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

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

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

- 64.(1)(i)(d):** Inclusion of arbitration clauses covering disputes with a value exceeding Rs.10 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.
- 64.(1)(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.
- 64.(1)(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.
- 64.(1)(iii)(a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- 64.(1)(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- 64.(1)(iii)(c):** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- 64.(1)(iii)(d):** Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- 64.(1)(iv):** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.(1)(v):** If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.
- 64.(2): Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
- 64.(3) : Appointment of Arbitrator:**
- 64.(3)(a):** The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one Railway nominee and other from among the Contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of

written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

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

**64.(3)(a)(ii):** If contractor wants to choose his nominee from Indian Council of Arbitration panel, Contractor will send at least 2 names of Arbitrators from the ICA panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager/Additional General Manager shall appoint at least one out of them as the 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.

**64.3.(a)(iii):** The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

**64.(3)(c)(i):** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are



unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

**64.3(c)(iii):** (i) Qualification of Railway Empanelled Arbitrator (s):

(a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(b) Age of arbitrator at the time of appointment shall be below 70 years.

(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.

(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or

(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

- 64.(3)(d)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- 64.(3)(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 64.(3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4):** Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64. (6):** The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration..
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

#### **Goods and Services Tax (GST) (Clause No: 06 of GCC April 2022)**

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

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

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

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

(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.*

- (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

#### **Further Guidelines on Goods and Services Tax (GST)**

PCE/SC vide letter No.W.417/P/GST/2017 dt 22-01-2018 has communicated the clarification of PFA/SC on the GST as under:

“PFA clarified that item No.vi(c) of notification No.24/2017 dated 21-09-2017 & No: A/GST/Corresp/Vol.1 dt: 08.09.2022, the GST can be applied for works of construction/repair/maintenance/renovation/alteration of staff quarters and is relevant to Zonal Works which are predominantly repair/maintenance works. In case of Zonal Works Contracts involving composite works of repair/maintenance of staff quarters and repair/maintenance of other buildings which are used for business, GST liability to be determined as per section 8 (a) of CGST Act of 2017 where “a composite supply comprising two or more supplies, one of which is a principle supply, shall be treated as supply of principle supply”.

Zonal Contracts where there is composite work involving repair/maintenance of staff quarters and service building and need for business, the GST rate should be determined as per section 8(a) of CGST Act of 2017. The executive to identify such works contract and rate of GST to be applied accordingly.

Earth work contracts will attract GST rate as per notification No. 31/2017 dated 13-10- 2017 and as amended from time to time, fulfilling conditions stipulated therein.

**Note:-GST rates are applicable and as modified from time to time.**

**“Letter of Credit” as Mode of Payment in Works Tenders or Service Tenders:**

(Ref: Railway Board Letter No.2018/CE-I/CT/9 dt.04-06-2018communicated by PCE/SC vide letter. No .W.148/P/GCC/Vol-III dt.15-06-2018.)

- 1. This is applicable only for Tenders whose advertised tender value is Rs.10 lakhs and above.**
- 2. This is an option for the contractors to take payment from Railways through a Letter of Credit (LC) arrangement and .the following are the special conditions.**
  - (i) For all tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.*
  - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.*
  - (iii) The option so exercised, shall be an integral part of the bidders offer.*
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.*
  - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.*
    - (a) The LC shall be a sight LC.*
    - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.*
    - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on line requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches, where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC*

*value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.*

- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.*
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the **Letter of Credit (LC)**. All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.*
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.*
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.*
- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.*
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway accounts office to Railways bank (Local SBI branch)*
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payment as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.*
- (k) The payment against LC shall be subject to verification from Railways Bank (Local SBI branch)*
- (l) The contractors bank (advising bank) shall, submit the documents to the Railways Bank (SBI local branch) (m) The Railways bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractors account.*
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.*
- (o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.*
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e not through LC*

**3.0** For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format.

**4.0** Necessary changes in IREPS and IPAS e- applications have already been carried out, for having option for payment to contractors through LC.

**ANNEXURE - I****COMPETENCY CERTIFICATE**

Certified that Shri \_\_\_\_\_ P.way Supervisor of M/s \_\_\_\_\_ has been examined regarding p.way working on \_\_\_\_\_ work.

His knowledge has been found satisfactory and he is capable of supervising the work safely.

**Assistant Divisional Engineer**

**ANNEXURE - II****CHECK LIST BEFORE STARTING THE WORK**

Name of the work \_\_\_\_\_

Location \_\_\_\_\_

duration of the work: from: \_\_\_\_\_ to \_\_\_\_\_.

Sl.No	Details	Yes	No
1	Contractor's supervisor identified/Selected. Who is going to be site		
2	Training imparted to contractors supervisor & Certificate		
3	Work site inspected by the constructions supervisors/other		
4	Precautions to be taken identified and listed?		
5	Plan of work, drawn out by the contractor's supervisor in		
6	Plan of work, brought to the knowledge of open line AEN/IOW or PWI?		
7	Before start of the work, proper lime marking/barricading had done		
8	Men deputed for protection of track along with safety		
9	Caution order issued for the train drivers in case work is being done		
10	Drivers of vehicles/machinery being used have been		
11	Drivers of vehicles/machinery briefed about the safe working?		
12	Sufficient lighting provided at site of work for night working?		
13	Infringements checked?		
14	Sectional (Open line) AEN/IOW/PWI have satisfied themselves		
15	Availability of Walkie-Talkie sets for communication?		

Signature of construction/

other departments

Supervisor Date:

Signature of Open line's  
Supervisor.

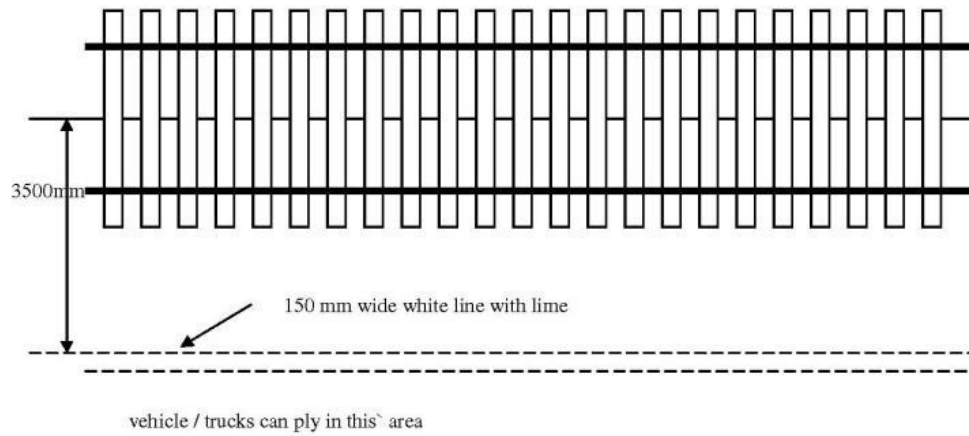
### ANNEXURE - III

Name of the work \_\_\_\_\_  
Location \_\_\_\_\_ Duration of the work From \_\_\_\_\_  
To \_\_\_\_\_ Date of Inspection \_\_\_\_\_

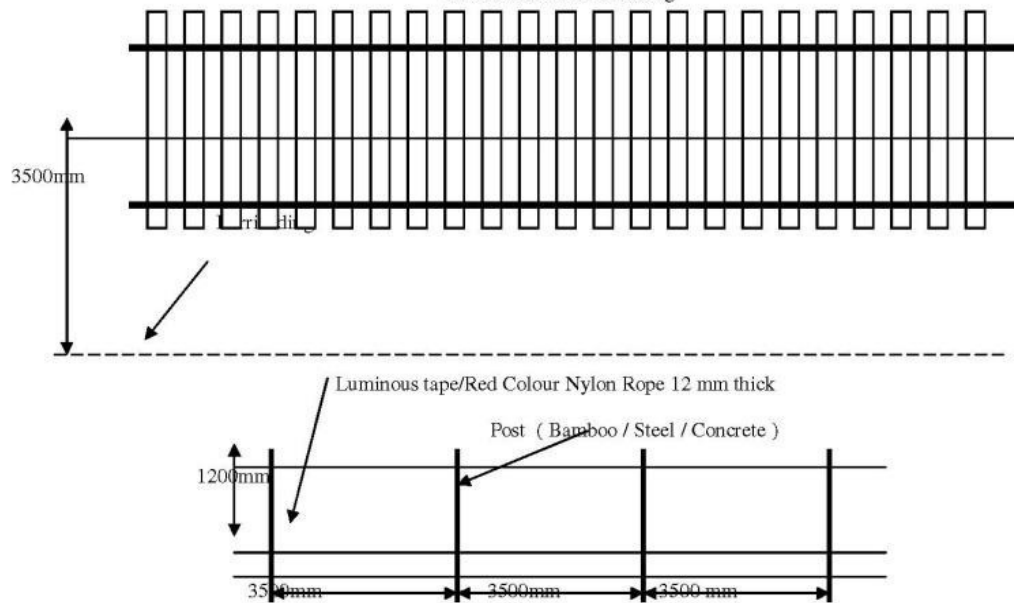
Sl. No	Details	Yes	No
1	Does the contractor's supervisor have the certificate?		
2	Does the knowledge of the contractor's supervisors on		
3	Is the Railway's supervisor of construction Organisation/other departments available at site?		
4	Is knowledge of Railway's supervisors O.K?		
5	Is lime marking/barricading done?		
6	Are adequate safety precaution taken?		
7	Are communication facility (Walkie-Talkie sets)available at site?		
8	Are only identified drivers driving the vehicles/machinery?		
9	Is whole work site safe for working of men / vehicles &		
10	Are adequate lighting arrangements done at site?		
11	Are adequate protection equipment available at site?		
12	Is caution order to trains being issued?		
13	Are train drivers following the enforced temporary speed restrictions?		
14	Has work permit been taken for working in Electrified		

Signature of inspecting officer  
Designation

ANNEXURE – IV A  
(A. Marking of Line with Lime)



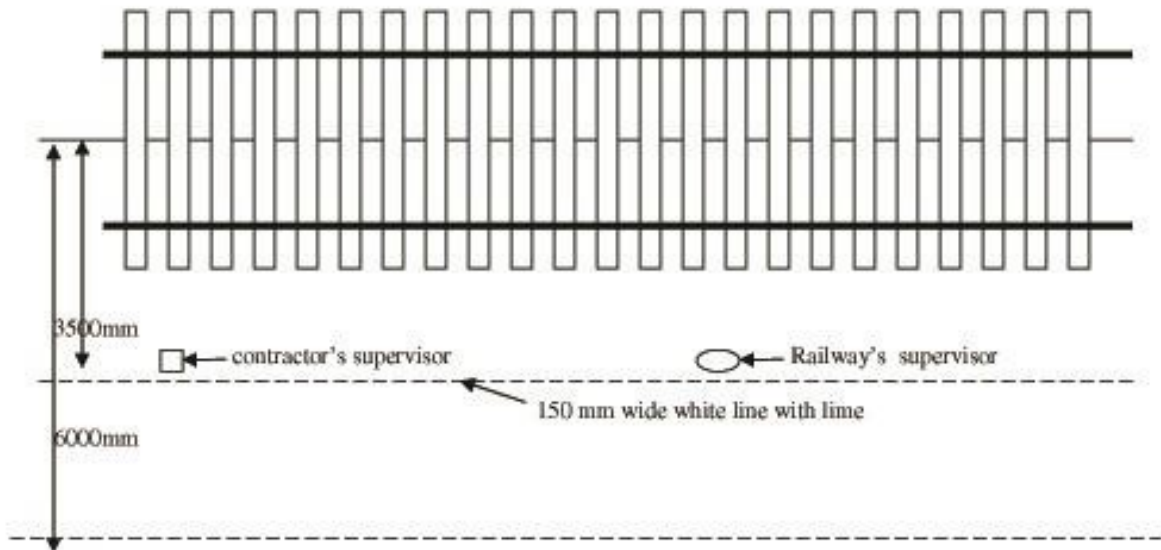
B. Provision of Barricading



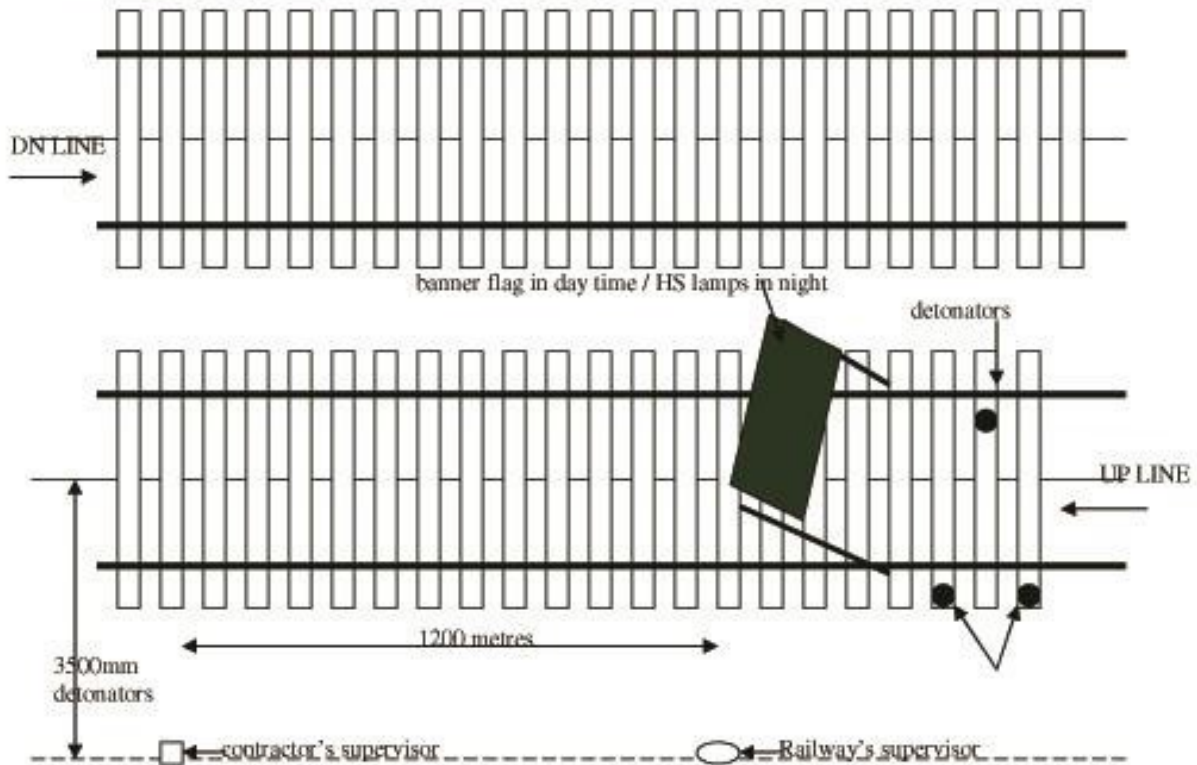


## ANNEXURE – IV B

C) Elevation of Barricading



D) Plying of Vehicles / Machinery with in 3.5 mts from center of track



## REVISED FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt----- ( hereinafter called " the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and -----  
--- for ----- (hereinafter called "the said Agreement"), of Security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.--- ------(Rupees-----only). We -----  
----- (indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of ----- (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs.----- against any loss / damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We -----(indicate the name of the Bank) do hereby 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 shall be restricted to an amount not exceeding Rs.--.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/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 of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- Office/Department) Ministry of ----- certifies 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 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 to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to the 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 of the bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: the----- day of-----20

For -----