

CHECK LIST OF DOUCEMENTS TO BE SUBMITTEDALONG WITH TENDERS.

(Tenderers are requested to give certificates and or put (✓) mark wherever applicable)

	Tenderer details:	
1	Name of the tenderer	
2	<p>Identification of tenderer:</p> <p>i. In case of Partnership Firm: A copy of partnership deed with latest modifications of the deed, if any</p> <p>ii. In case of LLP: A copy of LLP Agreement, A copy of certificate of incorporation, a copy of Power of Attorney/Authorization</p> <p>iii. In case of company: A copy of certificate of incorporation, a copy of Memorandum of articles, articles of association, Power of Attorney/Authorization backed by Board resolution</p> <p>iv. In case of Proprietary Firm: A copy of Registration/Income tax/PAN No. for filing returns</p> <p>v. In case of HUF: A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF</p>	
3	Engineering Organization in Annexure "A"	
4	List of plants and machinery in Annexure "B"	
5	List of works completed during the last 3 Financial Years Annexure 'C'	
6	List of works on hand with tenders in Annexure "D"	
	Attested copy of Experience Certificate in 'as per 2.2.3 of tender document'	
7	Attested copy of certificate showing contractual amount received during the last three financial years and current financial year Annexure 'VIB'.	
8	Standard format of the certificate in Annexure 'V'	
9	NEFT Mandate form	
10	Registration number of GSTIN	
11	Any other information / Certificates required as per Tender conditions.	

SOUTH CENTRAL RAILWAY
TENDER FORM (First Sheet)

ANNEXURE - I

Tender No.
Name of Work
To
The President of India

Acting through the Railway
I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for 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 months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1)

(2)

Signature of Tenderer(s)

Date:

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, Railway on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. Drawings for the Work: The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of months from the date of issue of acceptance _____ letter.

ANNEXURE - I (Contd. ...)

TENDER FORM (Third Sheet)

Name of Work: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

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

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

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

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

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

Dated _____

Signature of the Tenderer(s)

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

SOUTH CENTRAL RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO.

DATED:

ARTICLES OF AGREEMENT made this day of 20 between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works

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

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

Contractor (Signature)

Railway: Designation

Address

Date

(For President of India)

Date

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

1.0 ELIGIBILITY CRITERIA (For works whose advertised Tender value is costing above Rs 50 Lakhs).

1.1	Technical Eligibility Criteria:	Eligibility in terms of Experience: The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender.
1.2	Financial Eligibility Criteria:	<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever ever less ; where</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</p> <p>The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>

1.3 **substantially completed:** *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*

2.0 Clarification on “Similar nature of work” and details to be furnished along with the Tender Documents:

2.1 Similar nature of work:- Mentioned in tender notice (ireps tender document)

2.2 Similar Nature of works physically completed within the qualifying period or substantially completed i.e. the last 7 (seven years) should only be considered in evaluating the Minimum Eligibility

criteria (even though the work might have commenced before the qualifying period).

The works executed by them for any Govt. / Govt. bodies / PSUs shall only be considered for eligibility for credential verification of similar nature of work. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

2.2.1 Tenderer should submit self attested copy of work experience certificate to establish the eligibility criteria as per para 2.2.3 below.

2.2.2 The work experience certificate shall be in the name and style of the tenderer participating **or as per provisions under GCC for JV Firm, if eligible to participate.** However, in case the tenderer is submitting the certificate issued to a JV firm of which the tenderer is a member, the credentials proportionate to his share in the JV will be considered. The tenderer shall submit a copy of relevant JV Agreement attested by any Gazetted Officer along with the Tender.

2.2.3 Tenderer should submit attested copy of work experience certificate, signed by an officer not below the rank of JA Grade or Bill Passing Officer in Railways and Bill Passing Officer/ Executive incharge of the work in other government department/ government bodies/ Public Sectors Undertakings to establish eligibility criteria. The certificate should contain the details regarding name of work, agreement number and date, name of the agency, agreement value in rupees (amount in words and figures), due date and actual date of completion, value of final bill passed (amount in words and figures), performance of the contractor, signature, name, designation and seal of the issuing officer, other which the offer will be summarily rejected.

2.2.4 In case the Certificates/Documents produced are proved to be false and/or fabricated, the entire Bid security will be forfeited.

2.3 Value of similar work to be considered :-

2.3.1 The total value of similar nature of works completed during the qualifying period, and not the payments received within qualifying period alone, shall be considered.

2.3.2 In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including Statutory Deduction will be considered.

2.3.3 If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including Statutory Deduction will be considered.

2.3.4 However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.

2.3.5 In case of composite works involving combination of different works, even separately completed works of required value should be considered while evaluating the eligibility criteria.

2.3.6 The value of work completed will not include the cost of any materials issued free of cost by the Railway/ Department concerned. Only cash value of the Agreement and executed cash value will reckon for eligibility.

3.0 The tenderers shall submit a certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as annexure – V. Non submission of the certificate by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon that the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the qualifying criteria mentioned in the tender document. It will not be obligatory on the part of tender committee to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.

3.1 The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

3.2 In case of any wrong information submitted by tenderer, the contract shall be terminated Bid security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 years

4.0 Additional Documents to be submitted along with the tender:-

4.1 List of personnel organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by Tenderer and are to be submitted in the Proforma given in the **Annexure-‘A’**

4.2 List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by the Tenderer and is to be submitted in the Proforma given in the **Annexure ‘B’**

4.3 List of completed works in the last three Financial Years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given in the **Annexure ‘C’**

4.4 List of Works on Hand indicating name of work, contract value, bill amount paid so far; due date of completion etc. to be furnished by Contractor in **Annexure –‘D’** and this Certificate is to be signed by Contractor.

5.0 A checklist of documents to be submitted at the time of tender submission is given **as top sheet** for easy guidance and compliance from prospective Tenderers.

6.0 Delayed/ Post Tender Submission of Documents/ information of Mandatory Nature linked to Eligibility Criteria called for at Tender stage :-

6.1 The offer of Tenderer(s) who do not enclose Experience Certificate and Turnover Certificate with requisite details and supporting documents as detailed under Para 2 & 3 above along with their Tender to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approved list.

6.2 (i) The offer shall be evaluated only from the certificates/documents (as referred above) submitted along with the tender offer.

ii) Any Certificate/Documents offered after the tender opening shall not be given any credit and shall not be considered.

- iii) Tenderer(s) shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.
- iv) Railway reserves the right to verify the authenticity of the documents/information furnished.

ANNEXURE-A”
PROFORMA

ENGINEERING ORGANISATION AVAILABLE ON HAND.

Sl.No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

Sl.No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM
OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED
AND ENCLOSED).

Sl.No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER:

ANNEXURE-“B”**1. PLANT & MACHINERY AVAILABLE ON HAND.**

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	If to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER:

ANNEXURE-“C”

LIST OF COMPLETED WORKS BY THE TENDERER

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

ANNEXURE-“D”**LIST OF WORKS ON HAND WITH THE TENDERER**

Sl.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

EXPERIENCE CERTIFICATE

ANNEXURE –E

Tenderer should submit a self-attested copy of work experience certificate, signed by an officer not below the rank of JA Grade or Bill passing officer in Railways and Bill passing Officer/Executive in-charge of the work in other Government Department / Govt. bodies / Public sectors under taking to establish his eligibility criteria. The certificate should contain the details regarding: Name of the work, Agreement number and Date, Name of the Agency, Agreement value in Rupees (amount in words and figures), Due date of completion, Actual date of completion, Value of Final Bill passed (amount in words and figures), Performance of the Contractor, with the Signature, Name, Designation and Seal of the issuing Officer, otherwise which the offer will be summarily rejected.

The tenderer has to ensure that the above details are covered in the experience certificate submitted, otherwise which his/their bid shall be rejected.

Reference -Para 6.1 of ITT

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

I ----- ** appointed as the attorney/authorized signatory of the tenderer
(including its constituents),
----- (hereinafter called the tenderer) for the purpose of the Tender
documents for the work of -----

- do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

ANNEXURE-V(A)

Reference-Para 6.1 of ITT

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

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

1. I/we certify that.....(constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

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

SEAL AND SIGNATURE

OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through..... ,

..... Railway,

BeneficiaryRailway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

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

6. This guarantee will remain valid and effective from.....[insert date of issue]till..... [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

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

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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

Date

PlaceBank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

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

Each Bidder or each member of a JV must fill in this form separately:**NAME OF BIDDER/JV PARTNER:**

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

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

2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.

3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)
Name of CA: _____

Registration No: _____

(Seal)

STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH WORKS CONTRACTS DEFINITIONS AND INTERPRETATION

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

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

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

(c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

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

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

(g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement the Work Order, the accepted Bill(s) of quantities of standard Schedule of Rates(SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

(i) "Works" shall mean the works to be executed in accordance with the contract.

(j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.

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

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

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

- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

2. Bid Security:

(a) The tender must be accompanied by a sum of ₹ (as mentioned in NIT) as Bid security in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as as mentioned in tender documents, The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.

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

i A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

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

(c) **The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of opening of the Tender.** It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer/Dy. Chief Engineer/Divisional Engineer of _____ Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

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

(e) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Earnest Money so retained to the Contractor.

3. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

4.1 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

4.2 . If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

5. EXECUTION OF CONTRACT DOCUMENTS:

The tenderer whose tender is accepted shall be required to appear at the office of the General Manager, Principal Chief Engineer, Senior Divisional Engineer or Divisional Engineer, as the case may be in person, or if a firm or corporation through a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and to execute the contract documents within 07 (Seven) days after notice issued by Railway that such documents are ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein-before provided the Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

5.10 FORM OF CONTRACT DOCUMENT:

Every contract shall be completed in respect of the documents it shall so constitute. Not less than **six (6)** copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor. (there would be no need of signing two copies if agreement is signed digitally).

6.0 CONDITIONS OF TENDER

6.1 The drawings for the Works can be seen in the office of the Divisional Railway Manager (Works), Hyderabad Division, South Central Railway, Secunderabad at any time during office Hours.

6.2 General Conditions of Contract and Indian Railways Unified Standard Specifications (Works & Materials) can be seen at the Office of Divisional Railway Manager (works), Hyderabad Division, South Central Railway, Secunderabad or had on payment at the rates fixed for each book from time to time.

6.3 The quantities shown in the attached Schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy, the Railway does not guarantee work under each item of the Schedule.

6.3.1 The Tenderer shall quote rates as percentage "Above/Below/At Par" for each schedule in the respective Tender Schedule(s) only.

6.3.2 Tenderers shall note that conditional /alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.

6.4 The works are required to be completed within a period as advertised in the tender from the date of issue of the acceptance of tender.

6.5 Bid Security:

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

Sl. No	Value of work	Bid Security
A	For works with advertised Tender Value costing upto Rs.1 Crore	2 % of the advertised Tender Value
B	For works with advertised Tender Value to cost more than Rs.1 Crore	Rs.2 lakhs plus 1/2 % (half percent) of the excess of advertised Tender value of work beyond Rs.1 Crore subject to a maximum of Rs.1 Crore.

Note:

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

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

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

6.6 The Bid Security should be paid as mentioned in clause 2 above

6.6.1 If the tender is accepted, the amount of Bid Security will be held as security deposit for the due and faithful fulfillment of the contract. The Bid Security of the unsuccessful tenderer will save as herein before provided, be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.

6.6.2 The Standing Bid Security Deposit, if any with the Railway will not be considered for the purpose of this Tender.

6.6.3 The Bid Security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time. The Bid Security deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractors fail

to execute the Agreement Bond or start the work within 15 (fifteen days) (to be determined by the Engineer in-charge) after notification of the acceptance of his/their tender.

6.7. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/ tenderers shall demand any explanation for the cause of rejection of his / their tender.

6.8 If the tenderer deliberately gives/tenderers deliberately give wrong information in his/their tender or creates/ create circumstances for the acceptance of his/their tender, the railway reserves the right to reject such tender at any stage.

6.9 If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the railway shall deem such tender as cancelled, unless the firm retains its character.

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

6.11 The authority for acceptance of the tender does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tenderer / tenderers.

6.12 The Successful Tenderer/Tenderers shall be required to execute an agreement with the President of India acting through the Principal Chief Engineer/Chief Engineer/ Engineer-in-chief/Deputy Chief Engineer (Constructions), Divisional Railway Manager/ Divisional Engineer/ Senior Divisional Engineer (Construction) of the Railway for carrying out the work according to the General Conditions of the Contract and Indian Railways Unified specifications (works & materials) including correction slips issued from time to time.

6.13 The Tenderer shall keep the offer open for a minimum period of **60 days (90 days in case of two packet system)** from the date of opening of tender, within which period the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of Bid Security Deposit for due performance of the foregoing stipulations.

6.14 The Administration does not agree to pay Sales Tax in addition to the price quoted.

6.15 Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.

“I/we, _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my/our original tender shall remain open for acceptance on its original terms and conditions.

I/we also declare that I/we am/are aware that during this negotiation, I/we cannot increase the originally quoted rates against any of the individual items and that in the event of my/our doing so, the same would not be considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/we increase the rates, the same would not be considered and in lieu my/our originally quoted rates alone would be considered and my/our offer would be evaluated accordingly.”

6.16 Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering Department of any of the Railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or a retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such engineer or Gazetted officer from the said service and in cases where such engineer or officer has not retired from Government Service at least one year prior to the date of the submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership Firm or an incorporated company, to become a partner or director as the case may be or to make employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any Officer duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender/s without information above referred to or a statement to the effect that no such retired engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

6.17 Should a tenderer or contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Engineering department of the South Central Railway or in the case of a partnership firm or company incorporated under the Indian company law, should a partner or a relative of the partner or a SHARE HOLDER or a relative of a SHARE HOLDER be employed in Gazetted capacity in the Engineering Department of the South Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders failing which the tender may be rejected or if such fact subsequently comes to light the contract may be rescinded in accordance with the provisions in Clause 62 of the General conditions of the contract.

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

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

- i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii) The envelope shall be addressed to the officer and address as mentioned in the Tender document.
- viii) If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6.18.3 CONSORTIUM AGREEMENTS, JOINT VENTURE AND MOUs SHALL NOT BE CONSIDERED FOR TENDERS OF VALUE LESS THAN Rs. TEN CRORES

6.18.4 Partnership Deeds, Power of Attorney etc.:

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

may be.

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

(a) Sole Proprietorship Firm:

(i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in para 10 of the Tender form (second sheet).

(b) HUF:

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

(ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in para 10 of the Tender form(second sheet).

(c) Partnership Firm:

(i) The tenderer shall submit documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in para 17 of the Tender Form (Second Sheet).

JOINT VENTURE (JV) IN WORKS TENDERS

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

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

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

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

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

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

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

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

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

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

11.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

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

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

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

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

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

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

11.14 Documents to be enclosed by the JV alongwith the tender:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) For Works without composite components

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

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

(b) For works with composite components

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

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

Note for Para 17.15.1:

a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.

b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

17.15.2 Financial Eligibility Criteria

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

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

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

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

17.15.3 Bid Capacity

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

(e) Company registered under Companies Act 2013:

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in para 10 of the Tender Form (second sheet).

(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in para 10 of the Tender Form (second sheet).

(g) Registered Society & Registered Trust: The tenderer shall submit:

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

(v)
sheet).

All other documents in terms of explanatory notes in para 10 of the Tender Form (second

ANNEXURE-

MEMORANDUM OF UNDERSTANDING FORMAT FOR J.V. FIRMS

(Applicable for a tender value costing more than Rs. 10 .00 Crs. only)

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper is to be issued in the name of the Joint Venture Firm)

This MOU is made and executed on this _____ day of _____ 20...

Between

1. M/s. _____ represented by its _____ Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the, Lead Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc.
2. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the second member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc.
3. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the third member which term shall means and includes his heirs, successors Legal representatives, assignees, etc.
4. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the fourth member, which term shall means and includes his heirs, successors Legal representatives, assignees, etc.

AND

5. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the fifth member, which term shall means and includes his heirs, successors Legal representatives, assignees, etc.

WHEREAS, the South Central Railway, through its Chief Administrative Officer (Construction)/ Chief Engineer (Construction)/ Dy. Chief Engineer (Construction), South Central Railway has invited tenders for the work of _____ vide their Tender Notice No. _____ dated _____.

WHEREAS, the members herein formed a Joint Venture in order to join their expertise to obtain best results from the combination of their individual resources of technical, financial, management and equipments for the benefit of project and in order to submit a joint tender (herein after referred to as "Tender") for the work of _____ as notified by Chief Administrative Officer (Construction), South Central Railway _____ (herein after referred to as "Employer") under Tender Notice No. _____ dated _____.

NOW the members hereto have come to an understanding and agreed to execute the project/ work on the following terms and conditions:

1.0 FORMATION AND TERMINATION OF THE JOINT VENTURE FIRM:

- 1.1 The members herein, under this MOU, have formed a Joint Venture Firm to submit the tender for the above project and execute the contract with the Employer for the project if qualified and contract is awarded.
- 1.2 The members herein expressly agreed that any member of this Joint Venture Firm shall not participate either in individual capacity or as a member of another Joint Venture Firm to participate in this tender.
- 1.3 The name and style of the Joint Venture shall be (with full address of office) hereinafter called the "Joint Venture" all communication regarding the project will be made in the name of the joint venture at the above address with Telephone No. _____.

AGREEMENT FORMAT FOR JV FIRMS
(Applicable for a tender value costing more than Rs.10.00 Crs. only)

This Agreement is made and executed on this _____ day of _____ 20...

Between

1. M/s. _____ represented by its _____ Sri _____ S/o _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the Lead Member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc.
2. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the second member, which term shall means and includes his heirs, successors, Legal representatives, assignees, etc.
3. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the third member, which term shall means and includes his heirs, successors Legal representatives, assignees, etc.
4. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the fourth member, which term shall means and includes his heirs, successors Legal representatives, assignees, etc.

A n d

5. Sri _____ S/o. _____ aged about _____ years, Occupation _____ R/o. _____ hereinafter called the fifth member, which term shall means and includes his heirs, successors Legal representatives, assignees, etc.

WHEREAS the members herein formed a JOINT VENTURE by the name of M/s ----- as per MOU dated in order to join their individual expertise to obtain best results from the combination of their individual resources of technical, financial, management and equipments for the benefit of the project and submitted a joint tender (hereinafter referred to as "Tender") for the work of _____ as notified by the Chief Administrative Officer (Construction) / Chief Engineer (Construction) / Dy. Chief Engineer (Construction), South Central Railway, (hereinafter referred to as "Employer") under Tender Notice No. _____ Dated _____.

Whereas the above work has been awarded to the JV Firm M/s as per the conditions of MOU vide LOA No Dated

Henceforth, the Joint Venture thus formed will be known and continued to be existing on the name of M/s ----- of which the above mentioned members are the members of the Joint Venture. NOW THEREFORE, the members herein, in consideration of mutual understanding contained hereunder agree as follows:

1.0 FORMATION AND TERMINATION OF THE JOINT VENTURE FIRM

- 1.1 The members herein, under this agreement, have decided to form a Joint Venture Firm to submit the tender for the above project and execute the contract with the Employer for the project if qualified and contract is awarded.
- 1.2 The name and style of the Joint Venture shall be _____ (with full address of office) hereinafter called the "Joint Venture" all communication regarding the project will be made in the name of the joint venture at the above address with Telephone No. _____.

2.0 SHARE OF PROFIT AND LOSS

- 2.1 (indicate the name of the Lead Member) shall be the "Lead member" of the JV Firm, for all intents and purposes having majority share (i.e 51% or more) in Joint Venture Firm.

SPECIAL CONDITIONS OF CONTRACT

Note: The following special conditions supplement to the conditions of tenders already submitted by the tenderer. General conditions of the contract read along with correction slips and amendments, IRGCC April 2022 and notes appearing under the relevant chapters and sub-chapters should be considered as part of the tender papers. Where the provisions of Special Conditions are at variance with the General Conditions of the Contract and other documents mentioned above, these Special Conditions shall prevail.

1.0 MODIFICATION TO CLAUSE 63 & 64 OF GENERAL CONDITIONS OF CONTRACT

1.1 The rates include all lead and if the materials obtained by rail all freight charges including loading charges will be charged.

1.2 Sales tax, Royalties and Octroi duties, if any, that may be payable under Provincial Government Sales Tax Act or Local Bodies Act or rules on any of the material that may be used or supplied by the contractor will be payable by the contractor. The Railway will neither pay the taxes or duties nor be bound to compensate the contractor for any amounts paid by him by way of these taxes or duties.

4.0 RECOVERIES FROM CONTRACTOR BILLS:-

4.1 SEIGNIORAGE CHARGES RECOVERABLE FROM BILLS:-

1. 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/Redeighted Mineral Dispatch 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 “Consumption” of various minerals indicated in above clause, inter alia means “supply” as well.

2. The rate 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.

3. 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) or 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 IRGCC.

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 amount.

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 of the last date of submission of tender shall be effected on the lines of provisions under 3 a) & b) above.

4.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/ Redestinated 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 to one contract. The reference where the verified. “Transit passes/Redestinated Mineral Dispatch Permitted/ Royalty Clearance Certificates” is filed shall also be made on the register.

Taxes:

(i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes applicable to the work up to the date of opening of tender. However, the tenderer has to indicate/give breakup of all leviable duties, taxes, cess separately at the time of quoting rates.

(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 upwards 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”

4.2 WATER:

421 A recovery 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 (SOR/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. (Authority: CGE/SC letter No.W.496/C/2/Vol.IV dt.28-2/1-3-2002).

422 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.

423 In addition to the recovery 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.

4.3 DEDUCTION OF INCOME TAX AT SOURCE:

431 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.

432 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.

433 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.

4.4 Conservancy charges as applicable and as modified from time to time will be recovered from Contractor's running bills.

4.5 Goods and Service Tax (GST):

451 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 2017 (SGST) also as notified by Central/State Govt. and 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.

452 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 contract. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

453 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.

- (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian

Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoice s 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.

4.6 IMPLEMENTATION OF – THE BUILDING AND OTHER CONSTRUCTION WORKERS (RECS) ACT, 1996 AND THE BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT, 1996 IN RAILWAY CONTRACTS.

46.1 “The Tenderer for carrying out any construction work in Telangana/Andhra Pradesh/Maharashtra/Karnataka (name of State) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the Telangana/Andhra Pradesh/Maharashtra/Karnataka (name of State) Government and submit certificate of registration issued from the Registering Officer of the Telangana/Andhra Pradesh/Maharashtra/Karnataka (name of the State) Government (Labour Department). For enactment of this act, the Tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.”

50 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.

5.1 If there arises any discrepancy between the USSR-2021/ IRUSS-2021/CPWD 2021 (whichever is applicable) 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 authentic and binding in all purposes.

52 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-2021/ IRUSS-2021/CPWD 2021 (whichever is applicable) 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 will prevail.

6.0 SPECIFICATIONS:

As mentioned in IRGCC April 2022

The Railway reserves the right to reject or alter any part of the work executed by the Contractor which in the judgment of Railway does not comply with the requirements of the above specifications. The decision of the Railway shall be final and conclusive for all purpose.

6.2 Any other particulars/specifications required in this connection can be perused/obtained in the office of the Divisional Manager Works , Hyderabad Division, South Central Railway 2nd Floor, Hyderabad Bhavan /Secunderabad.

7.0 **PERFORMANCE GUARANTEE (P.G.):**

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and 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 Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) Deposit in the Post Office Saving Bank;
- (vii) Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of

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

(d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (three percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways

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

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

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

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

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

(iii) The Contract being determined or rescinded under clause 62 of the GCC

8.0 SECURITY DEPOSIT:

8.1 The scale of Security Deposit that is to be recovered from the contractor shall be as follows as per the extant instructions of the Railway Board

(i) Security Deposit should be 5% of the contract value.

(ii) The rate of recovery will be at the rate of 6% of the gross bill amount till the full Security Deposit is recovered.

(iii) Security Deposit will be recovered only from the running bills of the contractor and no other mode of collecting SD such as SD in the form of instruments like Bank Guarantee, Fixed Deposit Receipt etc., shall be accepted towards Security deposit.

(ii) Conversion of Security Deposit into FDR after recovery of full stipulated SD (FA&CAO/SC letter No.AFX/EMD/Policy/ Vol.I dt.26.8.2010 circulated vide PCE/SC Ir. No.W.148/ SCRCA dt.30.9..2010):- If the contractor so desires, the cash deposits in the form of security deposit may be allowed to be converted into FDRs(in favour of respective Accounts Officers and on account of contractor), after full recovery, at the discretion of the Railway, duly collecting necessary charges of conversion by the Railway Administration.

8.2 The security deposit shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.

8.3 After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable bank guarantee for equivalent amount to be submitted by him. In case of contracts of value Rs.50 crores and above,

irrevocable bank guarantee can also be accepted as a mode of obtaining security deposit.

9.0 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.

10.0 as per GCC para 46A. Price Variation Clause (PVC):

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

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

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

46A.3 Validity:

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

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

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

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

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

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

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S _c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM _c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M _c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E _c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

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

4 Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

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

5 Building Works

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

5B Item(s) for supply of Steel

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

6 Bridges & Protection work

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

7 Permanent Way linking

8 Platform, Passenger Amenities

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

9 Any Other Works not covered in Classification 1 to 8

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

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

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

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

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

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

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

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

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

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as

mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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

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

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

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

46A.10 Price Variation during Extended Period of Contract

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

- a.** In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.
- b.** In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.
- c.** As per Dy.CE/Works/SC Lt.No W.496/Policy/Vol.IX Dt.02.05.2022. 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

Time is the essence of contract

11. 0 PERIOD OF COMPLETION:

1.1 The Railway expects that a resourceful and experienced contractor should be able to complete the work in all respects **within xxx months (as mentioned in tender document)** from the date of issue of letter of acceptance of the Tender.

1.2 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.

12.0 MAINTENANCE PERIOD: The work shall be maintained after completion for a period **xxx calendar months (as mentioned in tender document)** by the contractor and he shall make good any defects, imperfections, shrinkages or faults which may appear at his own cost.

13.0 VARIATIONS IN QUANTITIES:

The quantities of each item of work furnished in the schedule are approximate and are intended for the guidance of Tender/Contractor .in actual execution of work there may be some increase in the quantities specified. Such variation up to 25% shall in no degree affect the validity of the contract and it shall be performed by the contractor as provided there in and be subjected to the same conditions, stipulations and obligations originally and expressly included and provided for in specification and drawings and the amount to be paid therefore shall be calculated in accordance with the following rates.

13.1 (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

. 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;

a. 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;

b. 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.

c. Variation to quantities of Minor Value Item:

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

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

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

(v) As far as Standard Schedule Rates (SSOR) items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).

(vi) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. A contract shall be considered vitiated only when the following percentage variation in contract value between tenderers are noticed to have been exceeded. (Railway Board letter No.2017/Trans/01/Policy dated 08.02.2018).

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 rate 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

(vii) Revision to contract value shall be proposed by way of a variation statement. In all the case, where negotiation are required to be held, appropriate Tender Committee recommendations will be drawn and put up to competent authority.

(viii) 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.

(ix) 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.

14.0 EMPLOYMENT OF CIVIL ENGINEERING GRADUATES/DIPLOMA- HOLDERS: (Para 26A of IRGCC)

14.1 Contractor's Graduate Engineer/Diploma Engineer is required to be employed for the following works.

- a. Earth work in formation
- b. All types of Bridges
- c. All types of Building (RCC/steel) and other civil engineering structures

14.2 The employment of engineer is not required in case of ballast supply and building/ colony maintenance zonal contracts works where the involvement of technical skill is not necessary.

14.3 For Track works/maintenance works, retired P.Way Supervisors/JE/SSE/P.Way or Graduate/Diploma Engineer having experience of three years (one No.) to be employed

14.4 Yard Stick for deployment of Qualified Engineer

- a. One qualified Graduate Engineer when the cost of the work to be executed is Rs.500 lakhs and above, and
- b. One qualified Diploma/Graduate Engineer when the cost of the work to be executed is more than Rs. 50 lakhs and less than Rs.500 lakhs.

14.5 Qualified Engineer having minimum 3 years experience in the similar works is to be deployed from the actual date of commencement of work to till the date of completion of the work in all respects. This period is to be considered for imposing the liquidated damages specified in the tender document.

14.6 Liquidated damages in case of non deployment of prescribed No. of Graduate Engineer/ Diploma Holders are as under.

a. In case the contractor fails to employ the qualified Engineer as aforesaid in the para No. 14.4(a) above, in terms of provisions of clause 26A.2 of General Conditions of Contract, penalty shall be imposed for an amount of Rs.50,000/- (Rs. Fifty thousand only) for each month or part thereof for the default period for the provisions as contained in para 14.4 (a).

b. In case the contractor fails to employ the qualified Engineer as aforesaid in the para No. 14.4(b) above, in terms of provisions of clause 26A.2 of General Conditions of Contract, penalty shall be imposed for an amount Rs.35,000/- (Rs. Thirty five thousand only) for each month or part thereof for the default period for the provisions as contained in para 14.4 (b).

15.0 EXTENSION OF PROVIDENT FUND ACT TO THE EMPLOYEES WORKING UNDER RAILWAY CONTRACTORS:

The Contractor shall comply with the provisions of EPF & MP Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above Act and Rules. Contractors to get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway contractors. The first month's bill will be released only after code number is taken from the PF Office and a copy of coverage intimation produced. Subsequently for each month, bills will be released only on submission of challans & 12 A monthly return copy in proof of remittance of PF dues for previous month.”(Authority: CGE/SC letter No.W.148/P.Vol.IV dt.04-8-2004).

15.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website

www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain

16.0 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.

17. Defects Liability Clause:

Contractor's primary obligation under this contract is to carry out and complete the works to the high quality standard set out in the contract i.e only new material of specified quality and high standard of workmanship shall be ensured during execution. The defects liability period is intended to complement this liability by remedying the defective work i.e deficiency in quality of works including defects due to faulty material or workmanship which may becomes apparent during the defects liability period reckoned from the date of issue of completion certificate. The normal use based wear and tear or damage due to an act or omission not attributable to the contractor, shall be excluded from the liability of the contractor under this clause. The defect liability period (DLP) shall be 36 months for construction of Buildings, Bridges including major repair/painting unless specifically mentioned otherwise and liability of the contractor shall be as under:

- 1) If any defects is found during the defects liability period, the contractor must, promptly and at its own cost repair, replace or otherwise make good (in consultation with the Engineer) the defects as well as any damage to the facility caused by the defect. The contractor will bear all incidental costs, including any costs of removal associated with the repair, replacement or making good of the defect or damage.
- 2) If the contractor fails to commence the work necessary to remedy or any damage to the facility caused by the defect within a period of 21 days of issue of such notice, the Railway may proceed to do the work, or engage any other agency to do the work and the costs, including incidental costs, incurred by the Railway as a result will be a debt due and payable to the Railway on demand and may be deducted from security Deposit or from any payments otherwise due to the contractor in any other contract anywhere in Indian Railways.
- 3) .Where the Railway, acting reasonably, considers that substantial repair, replacement or making good is done during last quarters DLP, or during 21 days notice period which falls beyond original DLP, the defects liability period shall extend by a suitable period in such a manner that any repair, replacement or making good the works shall have cover of 3 months of extended DLP
- 4) The acceptance at any time of materials or Equipment by or on behalf of the Railway shall not be a bar to future rejection if they are subsequently found to be defective. Inferior in quality or uniformity to the material or equipment specified or are not as represented to the Railway.
- 5) The decision of the Engineer for determination of the defects needing repair/replacement or the cost incurred by Railways in defect rectification or estimated cost of repair if the contractor fails to do the work within specified period shall be final and binding on the contractor.
- 6) Only after successful completion of aforesaid liability by the contractor, SD money shall be released after deductions, if any due to failure on the part of the contractor. On submission of “Indemnity Bond” in the format enclosed, SD money may be released after 12 months from the date of issue of completion certificate provided no defects have been observed in the work executed during 1st year of DLP.
- 7) The rights of the Railway under this clause are in addition to and do not limit any other rights which the Railways has under this contract or under any law of the land.
- 8) The “Defect Liability Clause” shall supplement the liability of the contractor during Maintenance period specified elsewhere in the contract and the conditions under this clause shall supersede such conditions of the contract to the extent of contradiction.
- 9) Any determination by the Engineer under Defect Liability Clause shall be treated as “Excepted Matter” and shall not be arbitrable.

Format of “Indemnity Bond”

FORMAT OF INDEMNITY BOND FOR RELEASE OF SD BEFORE DEFECT LIABILITY PERIOD IS OVER (To be furnished in stamp paper as per Stamp Act) (Stamp paper should be purchased in the name of the contractor)

This deed of Indemnity executed onat by M/s having its registered office at..... , through Mr..... having its registered office at through Mr as the authorized representative of M/s..... , herein after referred to as ‘Indemnifier’ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assigness in favour of South Central Railway having its registered office at through Mr as the authorized representative, here in after referred to as the ‘Indemnifier’, the expression which shall, unless repugnant to the context or meaning there of, include its administrators, successors, representative, and assignees.

Where the Indemnified herein has awarded to the Indemnifier herein a contract for the work “.....” on terms and conditions set out inter alia in the in the contract Agreement No..... Dated..... Valued at Rs..... (Rupees only).
And

Whereas, Defect Liability Clause (Clause No..... of Special Conditions of the above mentioned CONTRACT Agreement) provides for guarantee (i.e) for the works executed under the contract to be free from defect due to faulty material or workmanship identified during Defect Liability period (DLP) of 36 calendar months from the date of issue of Completion certificate of the work.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of any specified liability during Defect Liability period, original or extended as per the terms of the contract, the Indemnifier shall repair/replace the defective works at site or pay the amount on demand as debt due without any objection and in case of any non-compliance by the Indemnifier, the Indemnified may deduct the amount determined under the Defect Liability Clause from any payments due to the Indemnifier in any other contract anywhere in Indian Railways. The Indemnifier also irrevocably agrees that any determination of the Indemnifier under Defect Liability Clause shall be final and binding upon Indemnifier and treated as “Excepted Matter” and shall not be arbitrable.

For.....

Station:

(Signature with Name and Designation)

Date:

Company Seal

Witness:1.....

Signature with Name, Designation & Address

2.....

Signature with Name, Designation & Address

SPECIAL CONDITIONS REGARDING SAFETY PRECAUTIONS TO BE TAKEN DURING EXECUTION OF WORK

1.0 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.

1.1 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“.

1.2 Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.

1.3 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.

1.4 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.

1.5 Engineer-in-charge may impose any other conditions necessary for a particular work or site.

1.6 The Contractor at all times shall adopt safe working methods to ensure safety of structures, equipments and labour at site of works.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 Competency certificate issued by ADEN-in-charge with the Contractor's supervisor at site should be available in the format given in **Annexure-I**.

1.12 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.,

1.13 Look-out caution, speed restrictions as well as traffic block shall be ensured where necessary for execution of works affecting running lines.

1.14 Mobile phones or Walky-Talkie sets where necessary should be provided at work sites.

1.15 PRECAUTIONARY MEASURES TO BE TAKEN AT WORK SITE AWAY FROM THE TRACK:-

1.16 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.

1.17 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.

1.18 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).

1.19 Workers employed on mixing asphalt materials, cement and lime mortars should be provided with protective hand and footwear and protective goggles.

1.20 Workers employed in whitewashing and stacking of cement bags or any materials which injurious to the eyes should be provided with protective goggles.

1.21 Workers engaged in welding works should be provided with welders protective eye- shields, single piece cotton cloth and shoes.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

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

2.1 Drivers of trains must be served with caution order to look out for any obstruction at the place of work.

2.2 Arrangements should be made to protect the track in case of emergency at work site.

2.3 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.

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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 Check lists given in **Annexure-III A & III B** shall be used to ensure that all the requisite measures have been taken before start of work and work in progress.

2.9 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.

3.0 WORKING OF CONTRACTOR'S VEHICLES AT SITE

3.1 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.

3.2 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)

i) Drivers of vehicle shall be briefed about safety and precautions to be taken while moving/working close to traffic.

ii) 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)

iii) Contractor shall ensure the road vehicle/Machinery ply in a way so that these do not infringe the line of demarcation.

iv) Presence of an authorized Railways representative shall be ensured before plying of vehicles or working machinery.

v) 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.

- vi) 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.
- vii) On curves where visibility is poor, additional lookout men shall be posted.
- viii) In unusual circumstances, where operator apprehends infringement to track while working truck/machinery near running track, following action shall be taken:
 - a) The contractor /supervisor/vehicle operator immediately advise the situation to Railway official and assist him in protecting the track.
 - b) Protection shall be done for other emergencies.

3.3 WHEN THE CONTRACTOR'S VEHICLES ARE TO BE WORKED CLOSE TO 3.5M FROM CENTER LINE OF RUNNING TRACK:

- i) 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. 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.
- ii) Presence of a Railway supervisor shall be ensured at work site.
- iii) 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.

3.4 PARKING OF VEHICLES OR CONSTRUCTION MACHINERY:

- i) No vehicle or construction machinery shall be parked in unmanned condition on a gradient sloping towards running track.
- ii) 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.

3.5 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.

4.0 NIGHT WORK:

4.1 During the course of work, if night works to be resorted to, the contractor shall make necessary arrangements for lighting the area, provided there is no separate item in the agreement for providing lighting arrangements, at his own cost and ensure that there shall be safe working to the required standard in the night.

4.2 If night work is permitted by the Railway the quoted rates shall hold good for the items of the work done during night also.

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

**CHECK LIST
(BEFORE STARTING THE
WORK)**

Name of the work:

Location:

Duration of the work: From

	Details	Y e s	N o
	Contractor's supervisor identified/ selected. Who is going to be site in charge?		
	Training imparted to contractors supervisor & Certified issued?		
	Work site inspected by construction supervisor / other department's supervisors along with contractor's supervisor?		
	Precautions to be taken identified and listed?		
	Plan of the work drawn out by contractor's supervisor in consultation with Railway's supervisor?		
	Plan of work brought to the knowledge of open line AEN/IOW & PWI?		
	Before start of the work proper lime marking / Barricading had done at site of work ?		
	Men deputed for protection of track along with safety equipments?		
	Caution order issued for the train drivers in case work is being done within 6mts of center of running track?		
	Drivers of vehicles/ machinery being used have been identified?		
	Drivers of vehicles/ machinery briefed about the safe working?		
	Sufficient lighting provided at site of work for night working		
	Infringements checked?		
	Sectional (open line) AEN/PWI/IOW have satisfied themselves regarding safety arrangements?		
	Availability of Walkie- Talkie sets for communication?		

Signature of construction/ Other departments supervisor Date:

CHECK LIST
(WHILE WORK IS IN PROGRESS)

Name of the work:

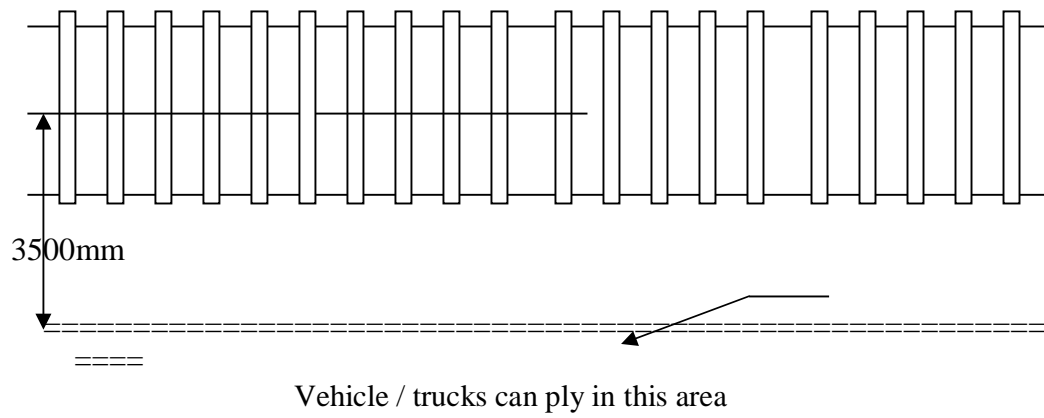
Location:

Duration of the work: From Date of inspection:

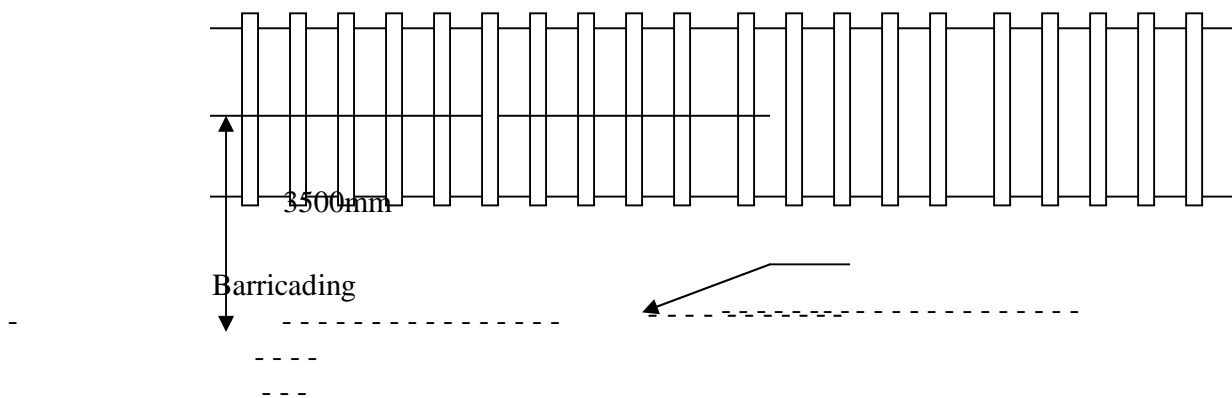
S No	Details	Yes	No
1	Does the contractor's supervisor have the certificate?		
2	Does the knowledge of contractors supervisor on safety of track & work site is up to mark?		
3	Is the Railway's supervisor of Constr. Organization / Other department available at site?		
4	Is the knowledge of Railway's supervisor 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 & trains?		
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 restriction?		
14	Has work permit been taken for working in Electrified territory / Station Yards? (P&C areas?)		

Designation

A) Marking of line with lime:



B) Provision of Barricading:



Public Procurement (Preference to Make in India), Order 2017

...

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

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

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. Definitions: For the purposes of this Order.

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

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

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

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

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

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

a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If

the estimated value of procurement of such goods is more than Rs50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.

b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1, if L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed.

i. Among all qualified bids, the lowest bid will be termed as L1, if L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3 procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

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

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

7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be

specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

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

9. **Verification of local content:**

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violating of this Order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities in the manner prescribed under paragraph 9h below.

h. The Department Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry Department or in some other manner.

ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s).

iii. In respect of procuring entities other than the one which has carried out the debarment the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that outgoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of

exports.

b. Procuring entities shall endeavour to see that eligibility conditions including on matters like turnover production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible beyond what is essential for ensuring quality or credit worthiness of the supplier.

c. Procuring entities shall within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and or complete in procurement by any foreign government, it may if it deems appropriate restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

e. For the purpose of sub-paragraph 10 d above a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country or (iii) more than 50% of the value of the item being supplied has been added in that country Indian Suppliers shall mean these entities which meet any of these tests with respect to India.

11. **Assessment of supply base by Nodal Ministries.** The Nodal Ministry shall keep in view the domestic manufacturing/supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local completion with adequate quality.

13. **Manufacture under license/technology collaboration agreements with passed indigenization** While notifying the minimum local content Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. **Powers to grant exemption and to reduce minimum local content** Ministries/Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may be written order.

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

A copy of every such order shall be marked on the Member-Convener of the Standing Committee constituted under this order.

15. Directions to Government companies respect of Government companies and other procuring entities not governed by the General Financial Rules the administrative Ministry or Department shall issue policy directions reducing compliance with this Order.

16. **Standing Committee** A standing committee is hereby constituted with the following membership.

Secretary Department of Industrial Policy and Promotion – Chairman Secretary Commerce – Member Secretary Ministry of Electronics and Information Technology – Member Joint Secretary (Public Procurement) Department of Expenditure – Member Joint Secretary (DIPP) – Member Convener
The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee** The Standing Committee staff meet as often as necessary but not less than once in six months The Committee

- a. Shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. Shall annually assess and periodically monitor compliance with this Order.
- c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content.
- d. May require furnishing of details or returns regarding compliance with this Order and related matters.
- e. May during the annual review or otherwise , assess issues if any where it is felt that the manner of implementation of the order results in any restrictive practices cartelization or increase in public expenditure and suggest remedial measures.
- f. May examine cases covered by paragraph 13 above relating to manufacture under license/technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization.
- g. May consider any other issue relating to this Order which may arise.

18. **Removal of difficulties** Ministries/Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary to the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Oder, within two months of the issue of this Order.

20. **Transitional Provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of the Order.

“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.

(i) 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.

(i) 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 contractors 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

REVISED MODEL 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 relived 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 200 For
.....
(indicate the name of the bank)

SPECIAL CONDITIONS OF Work

1. The Contractor is wholly responsible for any hidden pipe lines of water supply/drainage/power & signalling cables etc. while on execution of work, if any damages will occur, the contractor has to rectify the same with his own cost.
2. Contractor has to visit the site before executing the work and clear the site for execution of work on his own with the approval of Engineer-in-charge.
3. Contractor has to submit bar charts for each sub work, duly inspect the site along with Engineer in Charge before execution of work, if necessary, site details/working sketch to be submitted for approval/execution of work.
4. The work has to be carried out in coordination with other departments like Electrical for carryout their connected works.
5. The contractor has to obtain permission for electrical/power connection from electrical department as per extent rules and regulations for use of any cutting/ drilling/ welding machines etc.
6. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part suppression of the General Conditions of Contract Indian Railways Standard Specifications.
7. The contractor has to carry out all the works as per the instructions of Engineer in Charge/ his representative at site. In case any deviation in work is noticed there will be no payment for the extra/ deviated quantities.
8. Necessary temporary barricading & warning boards shall be provided by the contractor at required places as per the directions of engineer-in- Charge. Work should be planned in such a way that least inconvenience is caused to passenger/General public. No payment will be paid by the Railways towards temporary barricading.
9. The Work need to be carried out in close proximity to running lines. It may also require track crossing for movement of labour, materials, tools etc. Extreme care needs to be exercised during the course of work. Necessary barricading & Banner Flag need to be erected to assure Safety at Work Place/Site.
10. Work Needs to be carried out in traffic conditions, hence the work if required as per Engineer-in-charge at site need to be operated in Different Phases (Phase-1,2 or 3) which may Involve Barricading of the working site to ensure safety.

11. INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE

- a) The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor liable to action as per conditions of contract.

The decision of the Engineer whether there has been an act of non-compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.

- b) In case of any act of non-compliance, in addition to other remedies available to the Railway & without prejudice to the Railway's rights in this regard, Engineer's Representative can suspend the Contractor's work till he satisfies that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative. Contractor shall not have any claim whatsoever against the Railway for such short term/Long term suspension of the contract work.

- c) During the above-mentioned period of suspension of work, the contractor shall not in any manner, attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work, liable for action under the Indian Railway Act.

- d) The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner what so ever in regards to maintaining at all times the safe working conditions at the work site. All materials including fittings

should confirm to IS Specifications and of reputed manufacturers as approved by the concerned ADEN at site before use in the work.

12. Approved list of brands/makes of materials to be used as per HQ Lr No. SCR-HQ0ENGG(SOR)/1/2020-Dy. CE/WORKS/SCR dt. 13.09.2023. (List Enclosed)

13. The guidelines for concrete design mix issued by headquarters letter vide CE/Works/SC Lr. No. W.416/Unified/SS/SSR/Vo.IV Dated. 23.03.2022, has to be adhered to.

14. The material testing has to be in accordance with the letter issued by headquarters vide Dy.CE/Works/SC Lr. No. (File No. SCR-HQ0ENGG(SOR)/21/2019-Dy CE/WORKS/SCR Dated.08.12.2020.

15. The Contractor/Agency has to Initiate the process of obtaining Concrete Mix Design Report from Government Universities/Institutes for the Cement Concrete Grades as available in the Tender Schedule, immediately after the Issue of LOA.

16. Records and Registers.

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

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

a) **Site order register-** The Contractor shall promptly comply with site orders given there in by the Engineer or his representative or supervisor officers. The compliance shall be reported by the contractor to the Engineer in reasonable time so that it can be checked.

b) **Cement register** – This register will be maintained to record daily receipt and issue of cement duly indicating the balance quantity. The quantum of work done for which cement is used on a particular date will also be mentioned.

c) **Steel Register** – This register will record the receipt of steel items and details of reinforcements and members where ever steel is used.

d) **Labour register** – This register will be maintained to show daily strength of labour in different categories employed by the contractor.

e) **Plant and Machinery register** – This register will record daily particulars of machinery with the contractor.

f) **Unusual occurrences register** – All unusual occurrences are required to be chronologically logged in this book.

g) **Level Book-** Level Book needs to be maintained duly recording Initial levels, Intermediate levels and Final Levels as and when the works associated with Earth Work/Road Items are Operated. TBMs chosen should be kept on record for counter checking of levels at Later date.

h) All these **registers/records/books** will be signed jointly by the Engineer's representatives (**Concerned SSE and ADEN**) and the contractor.