

SPECIAL CONDITIONS – GENERAL – ANDHRA PRADESH

1.0 GENERAL:

- 1.0 (a) New General Conditions of Contract, i.e., IRSGCC-2022 has been published in the month of April-2022. Few of the conditions have been incorporated below for ready reference. However, intended bidders are requested to acquaint with all the conditions of IRSGCC-2022 **along with all Advance correction slips** before participation of tender. Copy of IRSGCC-2022 **along with ACS 1 to 11** can be downloaded from the DOCUMENTS attached along with this tender.
- 1.0 (b) The following special conditions are supplement to the Indian Railway Standard General Conditions of Contract read along with correction slips, IRU standard specifications for Formation works, Bridge works and P.Way works 2021 laid down by Indian Railway, CPWD specifications 2020 for Horticulture, Landscaping and **CPWD specifications 2019 for DSR-2023(Volume 1 and Volume 2)** laid down by Central Public Works Department, New Delhi for DSR-2021 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 IRS General Conditions of Contract and other documents mentioned above, these Special Conditions shall prevail.

2.0 SETTING OUT OF WORK:

- 2.1 The centerline of the proposed alignment and center of Bridge/structures will be initially set out by the Railway Engineer or his representative. The contractor shall thereafter set out the work and every part thereof fully including all other control points and base line with masonry and concrete pillars for proper lines and levels. The contractor shall be responsible for the accuracy of the lines, levels and dimensions of the work in accordance with the drawings, further directions or instructions and every facility shall be given to the Engineer for checking their correctness. The Contractor shall also alter or amend any error in the dimensions, line or levels or work set out or constructed by him to the satisfaction of the Engineer.
- 2.2 The work shall be set out to the satisfaction of the Engineer, but his approval thereto shall not, nor shall his joining with the contractor in setting out the work relieve the contractor from his entire sole responsibility there for.
- 2.3 The contractor shall also provide, fix and be responsible for the maintenance of all stakes, templates, profiles, level marks, points etc., and must take all necessary precautions to prevent their being removed, altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances

3.0 SERVICE ROADS:

- 3.1 The contractor will be permitted to make use of existing service roads if any free of cost. New service roads required by the contractor in connection with the work either near the work site elsewhere whether within or outside Railway limits for carriage of materials or for any other purpose whatsoever will have to be constructed and maintained by the contractor at his cost. For the purpose of construction of Service Roads on Railway land, permission will be given to the contractor at Railway's discretion free of any charges. If any land other than Railway land is necessary to be acquired or to be entered upon for the purpose such land acquisition or permission to enter upon the land has to be arranged by the contractor at his cost. The contractor will however, indemnify the Railway against all claims for all damages whatsoever in this account. Railway however reserves the right to make use of such service roads without any charges.

4.0 SITE FACILITIES:

- 4.1 The quoted rates would be deemed to include charges for any and all site facilities that are considered necessary for execution of the work unless otherwise indicated in the contract. In this connection, specific attention is drawn to stipulations in Para 19(1) of IRS GCC and intending tenderers are advised to acquaint themselves well with site conditions. Land that can conveniently be spared will be made available by the Railway free of charge for the use of contractor for his field offices, stores, depots, works shops, bore wells and temporary accommodation of his staff. The extent of land that can be made available may be ascertained by inspections at site. No assurance can be given regarding the vulnerability of such land to flooding during floods. The Railway under takes no responsibility or liability in this regard and the contractor should take sufficient protective measures against such eventualities at his cost.
- 4.2 On completion of the works, the Contractor should remove all the temporary structures etc., at his own cost and land should be handed over as vacant possession to the Railway within one month. If sufficient land cannot be made available by the Railway to the contractor's requirements, the contractor will have to make his own arrangements at his own cost.

5.0 VARIATION INQUANTITIES:

- 5.1 Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities,

materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (d) Variation to quantities of Minor Value Item

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

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

- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork, 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.
- (vi) As far as SOR 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).
- (vii) In case where decrease is involved during execution of contract:
 - The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken after obtaining “No Claim Certificate” from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - It should be certified that the work proposed to be reduced will not be required in the same work at a later stage.
- (viii) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with the existing contractor, with personal concurrence of PFA and personal sanction of General Manager.
- (ix) In case the contractor fails to attend the meeting after being notified for negotiation or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the contractor shall have no claim for loss or damage that may result from such procedure.

Handling Vitiating during Variation in Contract Quantities:

While executing the work, all efforts should be ensured that no vitiating takes place in normal circumstances. Vitiating should be an exemption rather than a routine affair. The following procedure will be adopted in case of occurrence of vitiating.

A contract shall be considered “Vitiating” only when the following percentage variation in contract value between the tenderers are noticed to have been exceeded:

6.1 RATES FOR EXTRA ITEMS OF WORKS INVOLVED IN IR USSR 2021 OF S.C. RAILWAY (For Formation

works, Bridge works and P.Way works), CPWD DSR 2020 (for Horticulture, Land Scaping) & **CPWD DSR 2023 (Volume 1 & 2)** of Central Public Works Department, New Delhi: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage as prescribed in Clause 39(1) of IRSGCC April-2022.

6.2 NS ITEMS:

Any items of work, which are not provided in the schedule of quantities, for which no rates exist shall be executed only with the prior approval of the Railway and at rates and conditions to be actually agreed upon incorporated in the supplementary agreement. The rates for the same shall be fixed by mutual agreement, as prescribed in Clause 39 of IRS GCC April-2022.

7.0 ENVIRONMENTAL PROTECTION:

7.1 The Contractor must organize his work in such a way that the ecology of the area is not badly affected. The instructions issued in this regard will have to be carefully followed. Particular attention is required in case of making the pits for taking out the earth from the quarries and also in the dumping of cut spoils, etc. The Contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedule may be carried out strictly as directed by the Engineer-in-charge of the work. Unauthorized felling of trees will result in prosecution and imprisonment. So it is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the contractor for his own use or for the use of his labourers, should be arranged by the contractor at his own cost.

8.0 SAFETY PRECAUTIONS AND SAFE WORKING METHODS AT WORKSITE:

8.1 The contractor shall not start any work without the presence of railway supervisor or his representative and contractor's supervisor at site.

8.2 The contractor shall, at all times, adopt such safe methods of working as will ensure safety of rail traffic, structures, equipment and labour. The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions. If at any time the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any dereliction in the matter shall in no way absolve the

8.3 The contractor shall not allow any road vehicle belonging to him or his suppliers etc., to ply in Railway land next to the running line. If, for execution of work, 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 No. of individual vehicles, names and license particulars of the drivers, location, duration and timing of 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 and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisors to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory condition.

- i) The road vehicles can ply adjacent to the track at a distance of more than 6.00m clear from the centre line of track only after clearly demarcating or suitably cordoning off of track at a minimum clear distance of 6.00 meters from the center of nearest track. For plying of road vehicles during night hours, specific permission in writing to be given/obtained by/from engineer in charge after ensuring adequate safety measures like sufficient illumination of entire stretch of work site, adequate number of flagmen with color light hand signals, whistles, detonators, walkie – talkies, mobiles, etc. Barricading shall be provided to ensure safety. Barricading should be of sturdy semi-permanent fencing with MS angle vertical posts with three rows of horizontal MS bars and embedded in concrete.
- ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work. It must be strictly ensured that there is no vehicle movement (either in forward or reverse) towards the track, in the face of an approaching train, so as to avoid any possible infringement / contact by the road vehicle with train.
- iii) The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisors as per proforma below shall be issued by AEN, which will be valid only for the work for which it has been issued.

Certified that Sri _____ 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.

- iv) The unloaded ballast/rails/sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- v) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge. Engineer-in-charge may impose any other condition necessary for a particular work or site.
- vi) The Engineer-in-charge shall approve the methodology proposed to be adopted by the contractor, with a 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.
- vii) 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 supervisor as a token of their having understood the safety precautions to be observed at site.
- viii) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.

8.4 When the vehicle is to be worked closer to 6.0m but not less than 2.80m from center line of running rack, following extra precautions shall be observed:

- i) Execution of doubling works in the vicinity of nearest track is not permitted without providing barricade at a minimum distance of 2.80m clear of nearest track centre and any movement of vehicles less than 2.80m clear of nearest track centre is not permitted. Barricading should be of sturdy semi-permanent fencing with MS angle vertical posts with three rows of horizontal MS bars (as per schedule item), embedded in concrete.
- ii) It is also the responsibility of the contractor to provide suitable barriers at vulnerable locations viz., Level crossings to prevent unauthorized road vehicles from trespassing into worksite. These barriers are to be opened only for the movement of Railway contractor's authorized vehicles or other railway vehicles.
- iii) Presence of an authorized Railways representative shall be ensured before plying of vehicle or working of

machinery.

- iv) Railway's Supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying or machineries 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. If necessary, suitable speed restrictions will be imposed.
- v) Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn to the road vehicle/machinery users about the approaching trains.
- vi) On curves where visibility is poor, additional lookout men shall be posted.

8.5 When the vehicle is to be worked closer to 2.80 m from center line of running track.

- i) Plying of vehicle or working of machinery closer to 2.80m clear from running track shall be done only under protection of track by imposing suitable Traffic block. The site shall be protected as per provisions of Para No.806 & 807 of P.Way manual as the case maybe.
- ii) Presence of a Railway's supervisor shall be ensured at worksite.

8.6 SPECIAL CONDITIONS FOR WORKING OF ROADCRANES:

- 8.6.1 No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.
- 8.6.2 The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.
- 8.6.3 Contractors can utilise the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
- 8.6.4 The laminated photocopies of fitness certificate issued by competent person, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
- 8.6.5 All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its stability.
- 8.7 SPECIAL CONDITIONS FOR DISMANTLING OF BUILDING ORSTRUCTURE:**
- 8.7.1 The dismantling of structure should be done under proper supervision and as per approved scheme of dismantling.
- 8.7.2 At major dismantling sites minimum level of supervision shall be Senior Section

Engineer-in-charge, who should be nominated by Dy.Chief Engineer/ Sr.DEN on writing. Page 9 of 53

- 8.7.3 The dismantling plan should be scrutinized by the Drawing Office and approved by Sr. Divisional Engineer in case of Open Line Organization or HOD in case of Construction Organization. The dismantling plan should invariably show various stages of dismantling, equipment to be used for dismantling, area likely to be affected by debris, any adjacent buildings likely to be affected and action to be taken thereof.
- 8.7.4 Proper barricading should be done to stop access of unauthorized personnel near the dismantling area. Wherever necessary, assistance of RPF should be taken to prevent people not to enter the danger zone, should also be displayed.
- 8.7.5 Proper announcement through Public Address System should be done at regular intervals to keep the onlookers away from the major dismantling affected zone.
- 8.7.6 The adjacent buildings likely to be affected by dismantling should also be evacuated.
- 8.7.7 In area where law and order is likely to be affected, assistance of local Police should be taken to keep people away from dismantling area.

9.0 EXPLOSIVES:

- 9.1 Explosive rules are in accordance with Law & Regulations in force at the material time, including obtaining necessary licenses.
- 9.2 The contractor will make his own arrangements for procurement and storage of explosives and detonators needed for the work at suitably located primary Magazines under contractor's own license. The contractor may draw his requirements of explosives from these Magazines and arrange to transport and stores them in convenient quantities at the site of work in his own regular or portable magazines under his own license.
- 9.3 The contractor shall get the necessary clearance/license from the authorities concerned for purchase, storing and use of explosives/detonators for the work. For the transport of explosives/ detonators from the primary magazines to the work site, the contractor shall make his own arrangements with his own "Explosive Vans" or "Mobile Magazines" at his own cost and risk. The contractor shall employ persons with competency certificates for the storage, transporting and use of the explosives/ detonators.
- 9.4 All equipment, machinery, tools, like large capacity air compressors, Pneumatic rock drills, power shovels and dumpers shall be arranged, maintained and operated by the contractor.
- 9.5 The contractor(s) shall be responsible for taking full precautions for ensuring proper safety of life and property adjoining the areas, where explosives are used/ stored

9.6 Tenderer's special attention is drawn to the conditions of contract in respect of Explosive and Blasting as enumerated in IRSGCC.

9.7 The contractor shall arrange to procure and store in advance the size, type and quantity of explosives/detonators he would need for the next six months.

9.8 The Railway shall in no way be responsible for purchase, storage and use of explosives/ detonators. The contractor will indemnify the Railway against all the claims, damages, losses whatsoever either for property or life. However, the Railway may, at the request of contractor recommend to the authorities concerned, for issue of license for procurement, storage, transport and correct use of explosives/detonators for this work.

9.9 The Contractor shall take adequate safety precautions in consultation with local police for protecting the road users, while carrying out blasting operations adjacent to road/ residential area.

10.0 STORAGE OF PETROLEUM:

10.1 No petroleum spirit within the meaning of Indian Petroleum Act shall be stored at site or adjacent to it until the approval of the Railway and necessary license under the act has been obtained by the Contractor.

11.0 NIGHTWORK:

11.1 The provision in clause-23 of IRS GCC should be noted regarding execution of the work between the sun-rise and sun-set. If the Railway is however satisfied that the work is not likely to be completed in time except by resorting to night work, by special order the contractor should be required to carry out the work even at night without conferring any right to contractor for claiming for extra payment for introducing night work. Contractor shall provide adequate flood lighting arrangements for night working. Night working also shall be done to meet the tight targets.

12.0 WATERCHARGES:

12.1 The contractor should make his own arrangements for water required for the work. The rates will be deemed to be inclusive of all such charges. The Railway will not arrange water for the execution of the works.

13.0 ELECTRIC POWER:

13.1 The Contractor shall make his own arrangements for electric power supply as may be required for the work. The Railway does not undertake to arrange for the supply of electricity to any of the contractor's work. The Railway will however assist in recommending his application to the electricity authority for the power supply.

14.1 The contractor shall make his own arrangements for all plant, machinery, equipment and tools including spare parts, fuel and consumable stores and all labour required to ensure efficient and methodical execution of the work. The quoted rates shall be deemed to be inclusive of all charges for such items.

15.0 SUPPLY OF MATERIALS BY RAILWAY:

15.1 Contractor has to make his own arrangements for making temporary staging arrangements as required. In case the Railway materials are available and can be spared the Railways may supply staging materials viz. steel cribs of size 2' x 2' x 6' rails and RSJs etc., on hire charges subject to availability as per rules in force on request. Such materials will be made available to the Contractor at the Railway Stores Depot or at any other stations and the tenderer shall transport these materials at their cost to the site of work and they shall be returned to the same depot or at any other depot as directed by the Engineer-in-charge after completion of work. The discretion of Railway with regard to sparing of Railway materials on hire charges is final and the Contractor shall have no further claim on this account. The Contractor has to make his own arrangements for any other materials required other than those supplied by Railways on hire charges.

15.2 The hire charges are as follows:

Description of material	Hire charges per day
i) Steel cribs of size 2' x 2' x 6'	Rs. 5.55 per day each crib
ii) Second hand rails, RSJs etc.	Rs. 16.00 per day per MT
iii) Dip Lorries 15MT cap.	Rs. 40.00 per day per each
iv) Second hand wooden sleepers	Rs. 0.57 per day per each

15.3 The hire charges will be levied for the period from the day of issue of Railway materials to the handing over date of material at the depot (both days inclusive).

15.4 Materials issued by the Railway shall be used solely and economically for the purpose of the work covered by this contract. Loss or damage of such material in any manner shall be totally avoided. If any loss or damage is caused to the Railway materials recovery will be made as per extant rules in force.

15.5 It shall be the responsibility of the Contractor to keep in safe custody any Railway materials, plant or equipment issued for the work. The Contractor shall at his own expenses provide suitable temporary sheds for this purpose on the Railway land made available by the Railway free or rent and shall remove the sheds when no longer required in terms of Clause-30 of IRSGCC.

15.6 If due to any reason, the Railway is not in a position to make available the Railway land, the Railway in-charge of work may permit the contractor to erect at his own

In such a case, the Contractor may be permitted to take the Railway materials required for the work outside the Railway premises and to store in the shed to erect on private accommodation so secured. It shall be the responsibility of the Contractor to keep the Railway materials in safe custody and the same should kept entirely separate from the Contractor's materials and the Railway shall have liberty to inspect the same from time to time.

15.7 FOR RELEASED MATERIALS:

- a) While executing gauge conversion works, on completion of dismantling and linking of track only 70% payment of dismantling and linking work will be arranged. Balance 30% payment will be made only after the entire released p.way materials and surplus material if any, is trucked out fully from mid-section and handed over to custodian at nominated locations.
- b) While executing new lines, Doublings, yard remodeling works etc., on completion of dismantling and linking of track, only 90% of payment of that items connected with track linking & dismantling will be arranged. Balance 10% payment will be made after handing over of released materials and surplus materials, if any, to the custodian at nominated locations.
- c) The date of handing over of released materials by the contractor along with DMTR number should be mentioned in the certificate given by AXEN/XEN to the effect that all the released P.way Materials & surplus p.way material is trucked out fully from mid-section along with the bill for payment of balance 30% and 10% amount respectively.

16.0 SUPPLY OF MATERIALS BY RAILWAYS OTHER THAN SPECIFIED:

- 16.1 If at any time any material which the contractor would normally have to arrange for himself is supplied by the Railway either at the Contractor's request or suo-moto in order to prevent possible delays in the execution of work due to the Contractor's inability to make adequate arrangements for supply there for or otherwise, such materials will be made available to the Contractor at the Railway Stores Depot. All handling there from to site of work will be done by the Contractor at his cost. Recovery of the cost of such materials supplied will be made from the Contractor's bills as per extant departmental rules of the Railway.
- 16.2 If the material is however not available in Railway stock or the Railway decides not to supply the same whatever be the reason, the Railway shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work.

17.1 The Railway will not supply from its own quota to the Contractor, controlled or imported commodities. The Railway will, however, render assistance to the Contractor by recommending to the appropriate authorities on the Contractor's application for issue of import license or release of controlled commodities if the Engineer is satisfied that the materials are actually required by the Contractor for carrying out the work and the materials proposed to be imported are not available indigenously. When any materials for execution of contract are procured with the assistance from the Government either from the Government stocks or purchase under arrangements made or permit, or license issued by the Government, the Contractor shall hold the said materials as trustee and use such material economically and solely for the purpose of the Contract against which they are issued and shall not dispose them off without the permission of the Government and shall return if required by the Government. All surplus or unserviceable materials that may be left with him after the completion of the Contract or at its termination for any reason whatsoever, on his being paid such price as the Government may fix with due regard to the condition of the material. The freight charges for return of the materials according to the directions of the Railway shall be borne by the Contractor in the event of Contract being cancelled for any default on his part. The decision of the Government shall be final and conclusive. In the event of any breach of the aforesaid conditions, the Contractor shall in addition to throwing himself open to action for contravention of terms of the license or the permits and/or for criminal breach of trust, be liable to account to Government for all monies, advantages, or profits resulting or which in the usual course would have resulted by reason of such breach.

18.0 **SEIGNIORAGE CHARGES AND OTHER LEVIES PAYABLE:**

18.1 Seigniorage charges/and other levies payable 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, from "on account" and "final bills" and remitted to the State government, unless exemption obtained to the contrary or proof of payment of seigniorage charges and other levies submitted as indicated below: 'Transit passes / Predestinated Mineral Dispatch Permits / Royalty Clearance Certificates' issued by State Govt. officials in token of having paid seigniorage fee and other levies. 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 and other levies shall be got verified by the Railway from concerned Mining and Geology department and excess amount recovered, if any, refunded to the contractor.

Note: The word “Consumption” of various minerals indicated in above clause, inter alia means “supply” as well.

18.2: The rates quoted by the tenderer shall be inclusive of seigniorage charges and other applicable levies payable on all items of work to be executed under the contract, as given in the Government of Andhra Pradesh’s G . O . M s . N o . 11 d t . 11.02.2020, G . O . M s . N o . 69 d t .07.10.2021 and G.O.Ms.No.100 dt.26.06.2025. The existing rates of seigniorage in the state of Andhra Pradesh on certain minerals as per the said G.Os. are as under:

S.No	Name of Minor Mineral	Units	Proposed
1	Agate	MT	180
2	Ball Clay	MT	130
3	Building Stone	MT	105
4	Calcareous Sand	MT	115
5	Calcite	MT	160
6	Chalcedony Pebbles	MT	105
7	Chalk	MT	120
8	China Clay	MT	105
9	Clay (Others)	MT	105
10	Corundum	MT	150
11	Diaspore	MT	520
12	Dimensional Stone used for Cubes & Kerbs	MT	170
13	Dolomite	MT	115
14	Dunite/ Pyroxenite	MT	75
15	Felsite	MT	160
16	Fireclay	MT	105
17	Fullers Earth/ Bentonite	MT	225
18	Fuschite Quartzite	MT	160
19	Granite Useful for cutting & Polishing		
S.No	Item	Unit	Above Gangsaw/ > 270 cm x 150 cm &
			Below Gangsaw/ 270 cm x 150 cm &

			<i>cm size</i>	<i>below size</i>
<i>i</i>	<i>Black Galaxy Granite</i>	<i>MT</i>	<i>1830</i>	<i>1530</i>
<i>ii</i>	<i>Black Granite other than Black Galaxy</i>	<i>MT</i>	<i>1520</i>	<i>1300</i>
<i>iii</i>	<i>Color Granite (Srikakulam Blue, Moon White, River White of Visakhapatnam Dist., Leptinites of Coastal Dists, Black Pearl of Prakasam & Guntur Dist)</i>	<i>MT</i>	<i>1660</i>	<i>1410</i>
<i>iv</i>	<i>Color Granite (Silver Waves, Madanapalli White, & Iscon white)</i>	<i>MT</i>	<i>1360</i>	<i>1200</i>
<i>v</i>	<i>Color Granite (Others)</i>	<i>MT</i>	<i>940</i>	<i>720</i>
19	Laterite			
<i>i</i>	<i>Dispatched for use in Alumina & Aluminium metal extraction</i>	<i>MT</i>		<i>350</i>
<i>ii</i>	<i>For use other than Alumina & Aluminum metal extraction & export</i>	<i>MT</i>		<i>175</i>
20	Lime kankar/ Limestone	MT		160
21	Lime shell	MT		210

22	Limestone (Slabs)		Page 16 of 53
<i>i</i>	<i>Color</i>	<i>Sq. Mtr/ MT</i>	<i>12/150</i>
<i>ii</i>	<i>White</i>	<i>Sq. Mtr/ MT</i>	<i>12/150</i>
<i>iii</i>	<i>Black</i>	<i>Sq. Mtr/ MT</i>	<i>8/140</i>
23	M-Sand	MT	75
24	Marble	MT	150
25	Morrum/ Gravel & Ordinary Earth	MT	55
26	Mosaic Chips	MT	160
27	Ochre	MT	105
28	Ordinary Clay, Silt and Brick Earth used in Manufacture of Bricks including Tiles	Per Kiln per annum	10,000
29	Ordinary Sand	MT	0
30	Pyrophyllite	MT	250
31	Quartzite	MT	160
32	Rehmati	MT	45
33	Road Metal & Ballast	MT	105
34	Rough Stone/ Boulders	MT	105
35	Sand (Others)	MT	175
36	Shale	MT	180
37	Shingle	MT	105
38	Silica Sand	MT	260
39	Slate	MT	175
40	Steatite/ Soap Stone	MT	660
41	White Shale	MT	315
42	White Clay	MT	315

[For other items, tenderers are advised to go through the above-mentioned G.Os. at “mines. Andhra pradesh.gov.in” and acquaint themselves with seigniorage charges of various minerals in state of Andhra Pradesh and submit their offers accordingly.]

18.2(A):In addition to the rates for seigniorage charges issued by Government of Andhra Pradesh GOMs as per para 18.2 and also other applicable levies payable on signiorage charges, the following shall be borne by the awarded tenderer during execution of contract: vide G.O.Ms No.69,Ind& Comm.(Mines.III) Dept.,dated:07.10.2021, the government in order to

facilitate the operationalization of leases for Minor Minerals and to safeguard the Revenues to the state exchequer, has amended the existing Rules i.e. 10,12,26,31, and 34 of AP Minor Minerals Concession Rules, 1966, wherein, “for other minor minerals, except Silica Sand, Granite and Ordinary Sand, an amount equivalent to one time seigniorage fee towards consideration amount in addition to the seigniorage fee and other applicable levies shall be paid, provided that the consideration amount shall be applicable and shall be levied for Mineral dispatches from 07.06.2021.”

As per above, the same will be recovered by the Railway from the contractors, from “on account” and “final bills” and remitted to the State government.

18.3: For any subsequent increase or decrease in the rates of seigniorage charges, consideration amount etc. over the charges mentioned in the above said G.O.s, reimbursement / recovery will be effected to / from the contractor as per the following provisions:

- a) For increase in the rates of seigniorage charges, consideration amount etc. over and above the rates mentioned in the G.O. cited above, the increased amount will be recovered by the Railway from the contractors, in “on account” and “final bills” and remitted to the State Govt., on receipt of state Govt.’s order to that effect. However, the Railway shall reimburse the additional liability to the contractor, provided that the work executed falls in the original completion period of the work or in the extended period granted on administrative grounds i.e., under clause 17-A (i), (ii) or (iii) of IRSGCC.

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

- b) For any decrease in seigniorage charges, consideration amount etc. or waiver, recovery of seigniorage charges, consideration amount etc. will be made at the rates as mentioned in the above table as per G.O.Ms.No.11 dt.11.02.2020 and G.O.Ms.No.69 dt.07.10.2021, 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, consideration amount etc. 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, consideration amount etc. as per Government of Andhra Pradesh’s G.O.Ms.No.11

dt.11.02.2020 and G.O.Ms.No.69 dt.07.10.2021 shall be effected on the lines of provisions under a) & b) above.

- 18.4 Schedule of rates of instant tender considers that no seigniorage charge, consideration amount etc. is payable for earthwork in cutting and also on the earth (cut spoil) lead from a cutting within Railway land and used for embankment/ formation. However, if any seigniorage, consideration amount etc. is required to be paid to State Govt. either for cut spoils from Railway premises used in embankment (or) for earthwork in cutting, the same shall be borne by the Railway.
- 18.5 A register shall be maintained by “Dy.CE/C” / ”Executive Engineer/Construction” concerned in which the entries should be made regarding the documentary evidence i.e., Serial No. of “Transit passes/Predestinated Mineral Dispatch Permits / Royalty Clearance Certificates” issued by concerned authority showing proof of payment of seigniorage charges, consideration amount etc. 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 / predestinated Mineral Dispatch Permits / Royalty Clearance Certificates”. The verified “Transit passes / Predestinated 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 Permits / Royalty Clearance Certificates” is filed shall also be made on the register.

19.0 TAXES:

- (i) The tenderer shall quote the rate by considering all the statutory duties / taxes applicable to the work up to the date of opening of tender.
- (ii) However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax/cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- (iii) Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall

be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

20.0 Provisions for "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

20.1 The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Department). As per this act, the tenderer shall be levied a cess @ 1% of cost of construction work, which would be deducted from each bill.

21.0 DEDUCTION OF INCOME TAX AT SOURCE:

21.1 In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act, 1961, the Railway shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the Railway responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct income tax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by section 195 of the Income Tax Act, 1961.

22.0 ROYALTIES AND PATENT RIGHTS:

22.0 The contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, license or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the Railway and its officers, servants, representatives against all claims, proceedings, damages, cost, charges, acceptance, loss and liability which they or any of them, may sustain, incur or be put to by reason or in consequence of directly or indirectly or any such breach and against payment of any royalties, damages or other monies which the Railways may have to make to any person or paid in total to patent rights in respect of the users of any machine, instrument, process, articles, matters of thing constructed, manufactured, supplied or delivered by the contractors to his order under this contract.

23.0 USE OF PATENTED ITEMS IN WORKS CONTRACT:

- a. In case, the agency supplying the patented item is not the contractor to whom the work is assigned and these items are being procured by the Contractor, the concerned contractor will obtain prior approval from the Engineer-in-charge of the work (Min. JA Grade Officer), who will ensure that all design and safety aspects are taken care of. For any specific requirement concerning execution, warranty etc., an agreement / MOU is to be entered between main contractor and the party supplying the patented items, clearly bringing out the responsibility of party supplying such patented items. A copy of such MOU will be furnished to the Engineer-in-charge by the main contractor to whom work has been assigned by the Railway and after the approval of Engineer-in-charge, such item can be used in work.
- b. The agency supplying the patented item shall provide complete details / specifications / drawings of the items including the manner in which it is to be used.
- c. During the installation of such patented items, authorized representative of the firm supplying such patented / propriety items shall be present and after the execution of work, a certificate to be issued by the firm supplying the patented item indicating its proper installation. Such certificate will have to be kept in record by the concerned Engineer-in-charge executing the contract, before releasing payment for the work done.

24.0 Public Procurement (Preference to Make in India), Order-2017: Provisions of Public Procurement (Preference to Make in India) Order-2017, herein after called "ORDER" as notified by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India; along with specific instructions issued in pursuance of this ORDER by Ministry of Railways (Nodal Ministry) shall be applicable for this tender. Bidders seeking benefit under this purchase preference policy linked with Local content shall have to comply with all the provisions specified in the ORDER (copy of ORDER enclosed in documents for reference / guidance) and shall have to submit all undertakings / documents applicable under this policy.

- b) Minimum Local Content to quality for purchase preference as enunciated in the ORDER is 50% for this tender.
- c) The Margin of purchase preference for this tender shall be 20%.
- d) The local supplier, at the tendering stage itself, required to provide self-certification that the item offered meets the minimum local content and

shall give details of locations at which the local value addition is made.

In case of procurement for a value in excess of Rs.10 Cr. the local supplier is required to upload a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of local suppliers other than companies) giving the percentage of local content. Non-submission of the above certificates / certificates without required details will not entitle the bidders to be considered as local suppliers and the tender will be evaluated accordingly.

- e) Other terms and conditions and procedure of evaluation of offers of local suppliers, will be as per the ORDER.

25.0 DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITE BY THE CONTRACTOR:

- 25.1 In terms of provisions of new clause 26 A-1 to IRS GCC, the contractor shall also employ following qualified Engineers during the execution of the allotted work.
- i) One qualified graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and
 - ii) One qualified diploma holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200lakh.
- 25.2 In case the contractor fails to employ the qualified Engineer as per above Para, the contractor, in terms of provision of clause 26 A-2 to IRS GCC, shall be liable to pay an amount of Rs.40,000/- (Rupees forty thousand only) and Rs.25,000/- (Rupees Twenty-five thousand only) for each month or part thereof for the default period for the provision as contained in Para 23.1 (i) & (ii) above respectively.
- 25.3 The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

26.0 PAYMENT OF WAGES ACT & MINIMUM WAGES;

- 26.1 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. The Registration/ updation of Portal shall be done asunder:

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

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

27.0 INDIAN RAILWAYS ARBITRATION AND CONCILIATION RULES:

27.1 ~~The provision of Clause 63 and 64 of IRS General Conditions of Contract will be applicable only for settlement of claims / disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract, whichever is less. When Claims / disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract whichever is less, the contractor will not be entitled to seek~~

such disputes/claims for reference to arbitration and the provisions of Clause 63 and 64 of IRS GCC will not be applicable for referring the disputes to be settled through arbitration.

~~27.2 The contractor shall furnish his monthly statement of claims as per Clause 43 (1) of IRS GCC. But, the contractor should seek reference to arbitration to settle the disputes only once, subject to the condition as mentioned in above Para.~~

Note: The above special conditions (27.1 & 27.2 w.r.t ESO-30) are withdrawn as per PCE/SC's office letter No.W.496/Policy/Vol.IX dt:14.09.2023 the existing Clause of 63 & 64 of IRSGCC shall prevail.

28.0 ASSISTANCE DURING ACCIDENTS/ DISASTER/CALAMITIES:

28.1 Vehicles and equipment of Contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.

28.2 For payment purposes the item may be operated as a non-schedule (NS Items) as per the existing norms.

28.3 A data base should be kept ready in respect of the equipment available with the working contractor which can be used in train accidents/natural calamities involved human lives in each Division and Construction Office. This database may also be kept on Railway's secured website which can be accessed by the concern officials of the Railway. However, only authorized official should be able to edit the same.

29.0 PERFORMANCE GUARANTEE:

29.1 The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid security and other dues payable to the contractor against that

particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

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

- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bond 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.
- (b) 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 60days.
 - (c) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
 - (d) 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.

- (e) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (f) 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 conditions.

29.2 Acceptance of Bank Guarantees submitted by the contractors/suppliers:

- i) The prescribed format for Bank Guarantees (BGs) to be accepted from the contractor is attached in the documents and it will be verified verbatim on receipt with original document.
- ii) Bank Guarantee (BGs) to be submitted by Suppliers / Contractors should be sent directly to the concerned authorities i.e. Dy.CE/C or CAO/C office in favour of FA&CAO / Construction/ S.C.Railway / Secunderabad by the issuing bank under registered post with A.D.

30.0 SECURITY DEPOSIT:

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

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

Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

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

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

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

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

31.0 PRICE VARIATION CLAUSE:

- (i) 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).
- (ii) Applicability, Base month, validity, components of various items, the percentages of various components & Price variation during extended period of contract etc., applicable as given in para No.46 A part.II of IR GCC 2022.

32.0 CONSERVANCY CHARGES:

- 32.1 As applicable from time to time shall be levied. It is the responsibility of the tenderer to make necessary sanitary arrangements required for their labour in terms of Clause 59 (4) of IRSGCC as per Railway Board Circular No. F(X)I/95/1/1, dated 07.09.2021

Description of Category		Average No. of Labourers or workman employed PER DAY	Conservancy cess charges to be recovered PER MONTH
I	Railway Contractors:		
	a. Engg. Works Contractors (Engg. Electr. Mech., Signal etc)	1 to 5	Rs. 159/-
		6 to 10	Rs. 312/-
		11 to 25	Rs. 785/-
	b. Genl. Goods handling Contractors including contracts awarded by Stores Dept.	26 to 50	Rs. 1143/-
		51 to 100	Rs. 1534/-
		101 to 200	Rs. 1926/-
	c. Coal handling ash pit cleaning contractors	201 to 300	Rs. 2318/-
	d. Railway siding use by the contractors	301 to 750	Rs. 2676/-
		751 to 1500	Rs. 5382/-
	e. Contractors supplying water to engines.	1501 to 3000	Rs. 10768/-
		3000 & over	Rs. 21508/-
II	Catering Contractors:		
	a. Refreshment Rooms		Rs. 465/-
	b. Restaurants		Rs. 465/-
	c. Platform Refreshment Stall		Rs. 465/-
	(i) Major station		
	(ii) Minor station		
	d. Stall including tea stall, juice stall		Rs. 312/-
	e. Tea/Coffee vending machine		Rs. 159/-
	f. Vendors with trays on heads		Rs. 159/-
	g. Vendors with trolleys on wheels / Battery operating charts.		Rs. 159/-
III	Shopkeepers, Tailors, Butchers, and dhobis etc in Colonies serviced by sanitary councils irrespective whether the shop is built wholly or partly by the Railway or on their own.		Rs. 785/-
IV	Leases or Licenses of Railway land for stocking/ storing etc.		

	a. Licensees who merely rent the land for storing materials but do not make their representatives or employees stay on licensed plot of all sizes		Rs. 469/-
	b. Licensees in addition to storing materials on plots of land have temporary residential structures to be used by the representatives or employees as residential accommodation on licensed plots of all sizes.		Rs. 1534/-
V	Railways Book Stall keepers/automatic Teller machine.		Rs. 159/-
VI	a. Railway institute		Rs.104/-
	b. Railway consumers Co. Op Society		Rs.104/-
VII	a. Railway officer's club		
	b. Welfare organization (Balmandir, Bharat Scouts etc.)		Rs. 104/-
	c. Mosques, Gurudwaras, Temples,		
	Dharmashalas, churches, and other religious edifices.		
	d. Social Welfare Centre		
	e. Vocational Training centre		
	f. Homeopathic dispensaries.		
VIII	Railway Quarters given to Outsiders:	Double the charges	
	a. Vendors, Municipalities, State Govt., Private parties for residential purpose	fixed for recovery from Rly. Employees.	
	b. Railway Building given State Govt./Municipalities for running schools etc.	To be decided by DRM in consultation with Sr	
	c. Railway Building given to private	DFM/DFM	

	parties for running schools etc.		Page 30 of 53
IX	Land licensed to Municipalities for Octroi Posts: (Land plot of all sizes)		Rs. 1534/-
X	Land licensed to State road transport Corp. for parking busses and booking offices (Land plot of all sizes)		Rs. 1534/-
XI	Land licensed to sugar factories for installation of Weigh Bridges (Land plot of all sizes)		Rs. 1534/-
XII	Land licensed to Oil Co. for petrol Deptt. Installation fest bulk storage approach road etc. where structures are erected or not. (Land plot of all sizes)		Rs. 1534/-
XIII	Private siding		
XIV	Assisted Siding	To be recovered on the basis item IV (a&b)	
XV	Telephone booths.		Rs. 104/-
XVI	a. Land in the station yard under the grow more food scheme (Stn. Yard to be defined as land lying on either side of the track upto outermost facing points). b. Land outsides station yard.	No cess charges	Rs. 159/-
XVII	Shoe shine Boys		Rs. 27/-
XVII I	Hair cutting saloon		Rs. 465/-
XIX	Parking sites(ie cycle, scooter, car, motor	To be recovered on the	

	vehicles)	basis of item IV(a&b)	Page 31 of 53
XX	<p>a. Rly Qtrs occupied rent free by the Police deptt. Or officers & Lock up, Malkhanas, out posts, godown etc., this applies also to service building given to Police Dept. Rent free.</p> <p>b. Govt. Deptt. Such as posts and Telegraphs etc., excluding Govt. Rly Police (Order& Crime) to whom Rly accommodation for residential purpose on rent is given.</p> <p>c. Govt. Deptt. Such Govt. Rly Police and posts and Telegraph office etc., to whom Rly accommodation for office purpose on rent is given.</p> <p>d. Railway Quarters given to Govt. Rly Police (Order & Crime) for resident purposes.</p>	<p>To be recovered on the basis of item No.VIII(a)</p> <p>-DO-</p> <p>Double the charges fixed the charges fixed for recovery from Rly. Employees.</p>	
XXI	Weighing machine installed at Rly. Stn		Rs. 159/-
XXII	Any premises or Bldg/Quarter given recognize Trade Union	No cess charges	
XXII I	Railway Land given to Central Govt. Dept.	To be recovered as per	
		type of service item No.IV(a&b)	

2.	<p>Sr.DEN/DENs Should ensure that necessary sanitary facilities are provided by the contractor for their labour in terms of clause 59(4) of the general conditions of contract, and where they fail to do so notice should be given to the contractor that the wage will be provided by the Railway at their cost & recovery should be made from their bills in the following manner.</p> <ol style="list-style-type: none"> If the contractor's labor are employed at stations and colonies where Railway sanitary facilities do exist recoveries should be made at the rates stipulated in this circular. In respect of contractors labour working between stations is at isolated places where Railway sanitary facilities do not exist, recovery should not be made at the fixed rates stipulated in this circular but the Rly may provide these facilities at the cost of the contractor, after giving him due notice as stated above. CMS/MSs DMOs should inspect such sanitary arrangement of the contractors, independently and if not satisfactory, report officially in writing to the DEN and DRM Concerned. Supply contractors may be exempted from the purview of recovery of cess charges, since their labours enter in the Railway premises only to load or unload the materials. No cess charges are recoverable from contractors engaged in construction work on new lines, away from open line. This will apply only until the line is opened for traffic partially or wholly, However if Safaiwalas are engaged by Railways on construction work on new lines; necessary recoveries will have to be made from contractors.
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32.2. Where only indirect sanitary services are rendered, the conservancy cess charges should only be 20% of the above charges. The principle of recovery of cess charges on the basis of Direct/Indirect services will be applicable to categories Nos. III, IV, VII, IX, to XVI, XVIII and XIX and in all other categories i.e., I, II, V & VII the cess charges will be recoverable at the rate of direct Services only.

32.3. The definition of direct and indirect sanitary services is given below.

Direct Services: are those where the conservancy staff undertakers to clean regularly the inside of the premises rented/licensed to the above-mentioned parties.

Indirect Services: are those where no such direct services are provided. Levy service charges are only when services direct or indirect.

32.4. No charges are recoverable wherever no services are provided. However, facts of such services rendered should be certified by the Chief Medical Supdt., Medical Supdt./ Divisional Medical Officers Concerned.

33.1 The contractor will be held responsible for any loss or damage that may occur to the pre-stressed concrete sleepers while leading and unloading when they are in custody of contractor and the cost of such damage or loss will be recovered from him as per the rules in force.

33.2 Entire cost of sleeper will be recovered from contractors on account bills if the sleeper is damaged to such an extent that it becomes unfit for use in track. If any small damage (like breaking of corners, edges etc.) occurs appropriate penalty will be levied on contractor for damages as deemed by railway. Contractor cannot have any objection on penalty levied by Railway and the decision of the Railway is final and binding on contractor.

33.3 Damage to Railway Property or Private Life and Property:

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

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

34.0 GENERAL RESPONSIBILITY OF CONTRACTOR:

34.1 Contractor shall be responsible for all structural and decorative damage to property or injury caused by work or his workmen to persons, animals or things and shall

all works carried out by him until it is finally taken over by the Railways and he will be liable to be called upon to make good any damage or loss which may occur to the bridge work by inclement weather, floods etc., or due to any other cause during entire period until the work is taken over.

35.0 FILMING OF THE CONSTRUCTION:

35.1 Contractor shall be required to prepare a video film for works, such as construction of Major Bridges launching of girders or any other works as directed by in charge for the entire work sequentially and edit the same with sound track etc.,. These films shall pictorially represent the entire construction of the work starting from the beginning to the end for education and training. Two copies in both the format of the video shall be handed over to the Railway with necessary detailed instructions, literature etc., and necessary acknowledgement may be obtained from the concerned authority. The rates adopted are inclusive of such documentation.

36.0 REGARDING OBSTRUCTIONS:

- 36.1 Any obstructions such as service lines, water pipe lines, cables, sewerages, etc., met with during the progress of the work shall immediately be reported to the Engineer-in-charge and the department shall make necessary arrangements for removal of such obstructions.
- 36.2 If the existing mains are affected during excavation of foundations, Temporary/ Permanent arrangements for maintaining continuous flow through the sewer/ water mains will have to be made by the Contractor, duly realigning the sewer/water mains, underground cables, etc., at extra cost separately by negotiating rate or shall be got done through separate agencies.
- 36.3 The works shall be carried out without any interference to the normal working of the Railway track and structures.
- 36.4 The Contractor shall be responsible for any loss/damage to Railway and public property or third party's property. If it occurs during the course of execution, the Railway reserves its right to have the damages made good by the Contractor.
- 36.5 The contractor must ensure the safety of labourers engaged by him during the course of execution of work and/or while crossing the track and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the Contractor should bear all the loss and expenditure involved.

37.0 SUPPLY OF MATERIALS BY THE CONTRACTORS:

37.1 Materials used in the work by the contractor shall conform to the South Central Railway Standard specifications and the relevant BIS/I.R.S specifications, and should be approved by the Engineer-in-charge before utilizing them on works.

37.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.

37.3 No loading, unloading, lead, lift, stacking, octroi, GST, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

37.4 It should be clearly understood that it is entirely the Contractor's responsibility and liability to find, procure and use all machinery, tools and plants and their spare parts that are required for efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or import difficulties or any other cause whatsoever will not be taken as an excuse for not carrying out the work.

37.5 The Brands/Makes for the materials used in works shall be as per the approved list circulated by Dy.CE/LM office vide letter no.SCR-HQ0ENGG (SOR)/1/2020- DyCE/WORKS/SCR dt: 30.06.2025. In case, Brands/Makes from approved list are not available, other reputed Brands/Makes having better aesthetic and life may be used with the approval of Sr.DEN/Co-Ordination in divisions or Project in-charge in Construction organization/Gati Shakti, as the case may be.

38.0 HOUSE KEEPING, COVERING & SITE CLEARANCE:

38.1 In addition to and without prejudice to what is provided in the clause No.40(2) of IRS GCC, the Contractor shall ensure proper housekeeping and covering of all works, goods, material, equipment etc., at work sites without any inconvenience or difficulty or danger to the Railway uses/ staff and train services. He shall clear the work sites duly removing all the debris, surplus/ released/ scrap materials, equipment and machinery etc. completely and properly as directed by and to the satisfaction of the Engineer-in-charge and handover the site in clear condition duly handing over all the Railway materials completely after each stage or on entire commissioning of the work as required by the Railway.

Note: For failure to do the above within Fifteen (15) days of receipt of notice thereof from the Engineer-in-charge, without prejudice to the other remedies available to the Railway under the contract, payment of the on-account bill shall be restricted to ninety percent (90%) of the bill amount and the balance payment shall not be

payable till such time the site is covered/ cleared/ returned/ handed over to the Railway and a certificate to that effect is issued by the Engineer-in-charge. The decision of the Engineer-in-charge is final in this regard and the Contractor is not eligible for any compensation and shall make no claims whatsoever.

39.0 MAINTAINING RECORD OF CONSTRUCTIONWORK:

39.1 The contractor shall maintain accurate, 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:

- 1) **Site Order Register:** The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked.
- 2) **Cement register:** This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.
- 3) **Steel register:** This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel issued.
- 4) **Labour register:** This register will be maintained to show daily strength of labour in different categories employed by the contractor.
- 5) **Plant and machinery register:** This register will be maintained to record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.
- 6) **Log book of events:** All events are chronologically logged in this register date and shift wise.
- 7) **Compaction registers for Earth work:** This register will be maintained to record the compaction of Earth work at various stages of work, in layers, location wise.
- 8) **Soil samples test register:** This register will be maintained to record the details of the soil samples for Earthwork in bank, cutting and excavations in foundations at various stages of work.
- 9) **Concrete cube casting & testing, slump etc.:** This register will be maintained to record the details of the concrete done and the cubes casted.

40.0 NOTICES TO PUBLICBODIES:

40.1 The contractor(s) shall give all notices that may be required by law to the Municipality, Police and other authorities, Forest Department and obtain all

required licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc., required at night.

41.0 PRECAUTIONS AT WORKSITE:

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

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

42.0 COMMUNICATION DURING EXECUTION OF WORK:

42.1 In all notices, communications, reference and complaints made by the Railways or the Engineer or the Engineers representatives or the contractor's interest concerning the works shall preferably be in writing.

42.2 However communication in the form of email and/or fax from Railways or from contractor may also be treated as written communication.

42.3 The contractor shall provide his valid website address (if available), email id, fax number at the time of submission of tender. This cannot be changed without prior approval of the Engineer-in-charge after submission of tender and during execution of work.

43.0 MEDICAL FACILITIES AT SITE:

43.1 The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen. First aid box along with the prescribed medicines and trained personnel should be available at site.

44.0 STEPS TO BE TAKEN IN ORDER TO AVOID DAMAGES TO RAILWAY INSTALLATIONS

/RAILWAY TRAFFIC:

44.1 The contractor shall see that no damage is caused to Railway's signaling and transmission wires, stations, installations, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and is general to all Railway installations and equipment. In case any damage is caused to these due to the fault of the contractor or on the part of any one on his behalf, all repairs there

under required will be carried out by the Railway at the entire cost of the contractor and the amount of expenses thus incurred will be recovered from the payment due to him. However, if any shifting of overhead alignment or underground cable / pipes etc., is required, the cost of the same will be borne by Railway.

- 44.2. The contractor shall plan and execute the work in such a way as to ensure that no disruption or damage / distortion is caused to Railway track / Railway communication / power lines resulting in disruption / danger to traffic and caused to Railway's personal / public will be recovered from the contractor against this work or any other work / works being executed by the firm under Railway or any Government Department.

45.0 EMERGENCY WORKS:

- 45.1 In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction or maintenance of the works which in the opinion of the engineer requires immediate attention, the railway may bring its own workmen or other agency to execute or partly execute the necessary work or carryout repairs if the engineer considers that the contractors is/are not in a position to do so in time and charge the cost thereof as to be determined by the Engineer-in-charge to the contractor.

**46.0 PROJECT MANAGEMENT AND SITE FACILITIES BY THE CONTRACTOR:
(Applicable for an advertised tender of value Rs.10.00 Crore and above)**

- 46.1 Contractor shall maintain following office/ site facilities at the suitable location for ensuring smooth and efficient communication and work execution. Cost of these facilities is deemed to be included in the quoted rates and nothing extra shall be paid for this item. Agency shall provide site office for Railway officials and staff, as well as for officials supervising blasting operations. Contractor shall maintain round the clock electricity in site offices. Contractor shall maintain minimum one computer of approved configuration (one desktop/ laptops) with at least one-color laser printer-cum- fax machines capable of printing A-3 size for Railway offices. The contractor shall also maintain one competent and qualified operator who should be aware of hardware and software both. Contractor shall maintain and always keep above machines in the good working conditions and take away the same at the time of completion of the works.
- 46.2 The contractor (at his own cost) will keep deployed at least one survey team, consisting of one competent surveyor, one competent survey staff and a TOTAL STATION SURVEY INSTRUMENT of approved configuration WITH ALL OTHER ACCESSORIES for exact and precise setting out of the all the works.

Contractor shall also have to make/ maintain adequate numbers of secondary reference survey pillars/ points/ towers of suitable dimensions.

Non-compliance of above conditions may attract a penalty upto Rs.50 thousand per month as decided by Engineer, whose decision in this regard shall be final, binding and conclusive, in case, above facilities are not provided by contractor then Railway may provide the same at the contractor's cost, out of the penalty amount. Testing Laboratory facilities shall be provided at site of work as directed by Engineer-in-charge.

47.0 **PROJECT MONITORING SYSTEM:**

47.1 (Applicable for an advertised tender of value Rs.10.00 Crore and above)

System of project monitoring system will have introduced by successful tenderer and the same shall be available at site of work. The work shall be monitored monthly/ quarterly basis.

47.2 The contractor will be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following apart from whatever else may be required to be specified.

- a) Project information, giving the broad features of the contract.
- b) Introduction giving a brief scope of the work under contract and the broad structural or other details.
- c) Construction schedule of the various components of the work, through a bar chart for the next three quarters or as may be specified, showing the milestones, targeted takes and upto date progress.
- d) Progress chart of the various components of the work that are planned and achieved for the month as well as cumulative up to the month with reasons for deviations, if any in a tabular format.
- e) Plant and machinery statement, indicating those deployed in the work and their working status.
- f) Man power statement.
- g) Progress photographs in colour of the various items / components of the work done up to date to indicate visually the actual progress of the work.
- h) Quality assurance and quality control tests conducted during the month, with the results thereof.
- i) Any hold up shall be specified, dispute, if any shall also be highlighted.
- j) For effective project monitoring the contractor will be required to install at his cost a Computer along with suitable Software like, MS project at the site of work.
- k) The contractor should arrange minimum 4 display boards of size

1.80mx1.20m or as approved by the Engineer-in-charge for displaying the programme chart and progress of work, photographs etc.

48.0 **ADVANCES TO CONTRACTORS (Advances restricted to such of works which are capital intensive, specialized in nature and for high value tenders having advertised value more than Rs.50 Crs and above):**

- a) **Mobilization advance** shall be limited to 10% of the contract value and payable in two stages as indicated below:

Stage-I: 5% of contract value on signing of the contract agreement.

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

The 1st stage of advance shall be payable immediately after signing of contract documents.

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

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

- b) **Advance against Machinery and Equipment:** This advance shall be limited to a maximum of 10% of the contract value against new-machinery and equipment, involving substantial outlay, brought to site and essentially required for the work. This advance should not exceed 75% of the purchase price of such equipment and shall be payable when hypothecated to President of India by a suitable bond or alternatively covered by an irrevocable bank guarantee for full cost of the plant and equipment from a Nationalized Bank in India or State Bank of India in a form acceptable to Railways. The Plant and Equipment should be insured for the full value and for the entire period, they are required for the work. This Plant and Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old plant and Machinery.
- c) **The advances under subclause(a) and (b) above, are subject to the following conditions**
- (i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work

executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

- (ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one goes without demur. The Contractor, if required by the Engineer shall provide the details of utilization of Mobilization advance.
- (iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- (iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

(d) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

49.0 Letter of credit (LC); (Applicable for an advertised tender of value Rs.10.00 Lakh and above)

- (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.
- (ii) The option so exercised, shall be an integral part of the bidder's offer.
- (iii) 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,

- (iv) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
- (v) The LC shall be a sight LC.
- (a) 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.
- (b) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (c) 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.
- (d) 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.
- (e) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (f) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (g) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (h) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

- (i) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange & Bill.
- (j) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (k) The contractor's bank (advising bank) shall submit the documents to the Railway's bank (Local SBI Branch).
- (l) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (m) 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.
- (n) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (o) The release of performance guarantee or security deposit shall be dealt directly, not through LC."

50.0 Special Condition on reimbursement towards cost of steel

"Reimbursement of cost of steel on 75% of invoice value or at the rate of 75% of the quoted rate of steel in the contract, whichever is less, can be done to the contractor on his request after steel is physically brought to the site and verified by engineer in-charge at site. Proper accountal of the received quantity at site is to be made by engineer in-charge".

(Authority: PCE/SC's letter No. W.496/Policy/ vol.IX dt.26.05.2022)

51.0 MEASUREMENT OF WORK BY CONTRACTOR IN WORKS CONTRACT:

(Applicable for a tender

having Value more than Rs.5 Crores): Measurement of works executed is to be done by contractor. The following conditions

- 51.1 The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he /they be partner (s) of the firm or any other person specifically authorizing him/them to sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the

firm and sign “No claim certificate” and refer all or any disputes to arbitration.

Note: Contractor’s authorized Engineers 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 Dy.Chief Engineer.

51.2 **MEASUREMENT OF WORKS BY RAILWAY: Shall be as per para 45(i) of IRGCC (April 2022).**

51.3 **Measurement of works by Contractor’s Authorized Representative: Shall be as per para 45(ii) of IRGCC (April 2022). The detailed procedure shall be as per para No.1316A of IREC, which is appended below for information.**

Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements.

51.4 **On account, final payments shall be made as per para 46, 51 of IRGCC (April 2022)**

Addendum & Correction Slip (ACS) No. 50 to Indian Railways Code for Engineering Department for introduction of Measurement and Recording of 'Executed Works' by the Contractor

in Railway Construction works

1316A (Applicable for contracts wherein the measurement of work by contractor is permitted): Para 1316 of Engineering Code shall not be applicable for these contracts. For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Contractor's Measurement Book:

1. Railway shall arrange contractor's measurement book (CMB), each having sheet No. 1 A to 4A (Form E 1313), followed by 100 machine number pages (Form E 1313, sheet No. 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.
2. CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

Movement and upkeep of Contractor's Measurement Book:

3. Dy Chief Engineer in charge of contract (Dy CE/C) shall hand over required No. of CMBs to Assistant/Executive Engineer in-charge of contract (AEN/XEN) after taking receipt of the same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.

4. CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained in the office of Dy CE/C. Separate accountal of CMBs for each agreement shall be maintained in the office of Dy CE/C and AEN/XEN.
5. In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Dy CE/C before recording of measurement.
6. While issuing the CMB to contractor, AEN/XEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E 1313), and keep the same in safe custody.
7. Similar system as for CMB, shall be followed for issuing Field Book/ Level Book (E.1317/A) to contractor for recording of levels in the field book/level book.

Measurements

8. The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between the measurements.
9. The Contractor shall communicate the date of measurement to AEN/XEN in sufficient advance to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.
10. In on account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned-on account contract certificate.
11. However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/ Final Contract Certificate.
12. No payment shall be processed on Lump sum measurement taken by contractor's authorized engineer except for earthwork. For earthwork, every 4th bill shall be based on actual levels taken and detailed calculations carried out for the work done.
13. The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to AEN/XEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.
14. At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to AEN/XEN.

15. The contractor shall submit required copies of invoice and on account contract certificate / final contract certificate (similar to form E.1337 and Form E.1338) to the AEN/XEN duly marking them - original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.
16. In case contractor requires provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate.
17. AEN/XEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of AEN/XEN.

Release of Provisional Payment

18. Senior Section Engineer / 'Junior Engineer with 5-year experience' (SSE/JE) and AEN/XEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:

"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book / level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & AEN/XEN, to ensure that no excess payment is being made.

At this stage no test check of measurements by railway is required.

19. AEN/XEN shall keep a copy of contractor's invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate along with required number of duplicate copies, and used sheets of CMB to the Dy CE/C unit for passing the bill and release of payment.
20. The provisional on account contract certificate shall be passed by Dy CE/C and payment shall be released by associate finance based on above certification of SSE/JE and AEN/XEN. After release of payment, blank sheet of CMB (if any) shall be crossed by Dy CE/C before sending the measurement sheets back to AEN/XEN for carrying out required test checks. At this stage measurements shall not be crossed.
21. No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalized.

22. Necessary test checks shall be carried out by the SSE/JE and AEN/XEN for the works done before full payment of on-account contract certificate/final contract certificate. SSE/JE and AEN/XEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools & plants to facilitate test check by railway official
23. The stipulated test checks for AEN/XEN and SSE/JE Level is tabulated as under:

S. No.	Description of Works	Test Check in terms of % of value by	
		SSE / JE	AEN/XEN
(a)	Measurement of Ballast, pitching stone, Earth work and hidden items	100%	100%
(b)	Measurement of all other items	100%	20%
(c)	Initial and Final levels along centre line for earthwork in embankment and cutting	100%	100%
(d)	Intermittent levels along centre line for earth work in embankment and cutting	100%	20%
(e)	Initial, intermittent and final levels except centre line for earth work in embankment and cutting	100%	20%

Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

24. Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by SSE/JE.
25. The discrepancy noted (if any) during test check of recorded measurement shall be communicated by AEN/XEN to the contractor.
26. In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to AEN/XEN.

Full payment of On Account Contract Certificate/Final Contract Certificate;

27. AEN/XEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final

contract certificate), duly signed by SSE/JE and AEN/XEN to the Dy CE/C for passing the bill and release of payment.

28. Once the payment is released, Dy CE/C shall return back the used sheets of CMB to AEN/XEN for safe custody, duly crossing of measurements by finance officer.
29. Once all used sheets of a particular CMB is received back by AEN/XEN from Dy CE/C, the AEN/XEN shall re-bind all 100 pages of CMB along with sheet No. 1 A to 4A for submission of CMB to Dy CE/C office. Dy CE/C office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (Form E1314).
30. The final contract certificate shall be passed by Dy CE/C only after receipt of all CMBs (used/blank) from AEN/XEN.
31. The provisions of this para 1316A shall be applicable to all the departments of Indian railways and to be executed through equivalent authorities of respective departments.

(Sheet 1A)

Railway.....

CMB No.....

CONTRACTOR'S MEASUREMENT BOOK

Department

Division/Construction Unit.....

Name of Work

Agreement No.....

Name of Agency

Name to Whom Issued

Designation

Date of issue

Date of return

Initial C) Bidding Space

Initial C) Bidding Space

Railway

CMB No.

**CONTRACTOR'S MEASUREMENT
BOOK**

Department

Division/Construction Unit.....

Name of Work.....

Agreement No

Name of Agency

Issued to.....

(Name & designation)

on

(station)

(date)

Received by.....

(Signature)

(Designation)

(Station)

on.....

(date)

Date of first entry.....

Date of last entry.....

Date received back in Division/Const. Unit

office after completion of book

Certified that this Measurement Book contains 100 machine numbered pages from
..... to..... (both pages inclusive) which have been counted by me and
are correct.

Signature

.....

Date

.....Designation

.....

E.1313

(Sheet 3A)

Railway

CMB No.

CONTRACTOR'S MEASUREMENT BOOK

Name of Work

Agreement No.....

Name of Agency

Issued to

(Contractor's name)

on

(station)

(date)

Certified that this Measurement Book contains 100 machine numbered pages from
to..... (both pages inclusive) which have been counted by me and are correct.

No

sheet is torn.

I understand that the measurement book is very important document and hence I shall ensure
 its proper upkeep and safe custody.

Received by.....

(Signature of contractor)

(Name)

(Station)

(Date) Date of first entry

.....

Date of last entry

Certified that this Contractor's Measurement Book pages returned by contractor have been
 counted by me and are correct. The details of pages received by me is as under:

S. No,	On Accou nt Bill No.	Page No. From T o	No. of Page s	Date of receipt in AEN/XEN office	Sign & Designation Of Railway official
1					
2					
3					
4					

[illegible]

.....

No.

.....

• • • •

unit

.....

Space for Machine numbering
with six digits unique number

Name of Work

.....

• • • • •

Agreement No

.....

.....

Name of Agency

.....

INDEX OF M.B

[illegible]