

SOUTH WESTERN RAILWAY

MYSURU DIVISION

SIGNAL & TELECOMMUNICATION DEPARTMENT

TENDER DOCUMENT

Only for E-Tendering

NAME OF THE WORK: Signal and Telecommunication work in connection with Construction of RUB by NHAI for traffic LC No.- 162 @ HLK Yard and Interlocked LC No.- 20 @ CTA Yard.

Advertised Value: Rs. **5779523.26** /-

ALLOCATION: **008445 21**

Work Type: **Capital**

EMD : Rs. **115600.00/-**

EXPENDITURE TYPE

DEPOSITE WORK

INTRODUCTION ABOUT THE WORK

The work “Signal and Telecommunication work in connection with Construction of RUB by NHAI for traffic LC No.- 162 @ HLK Yard and Interlocked LC No.- 20 @ CTA Yard”.

This work shall be executed in accordance with relevant RDSO Guidelines, Technical specifications, safety guidelines, and instructions of the Officer/Engineer-in-Charge.

The contract shall be governed by all applicable provisions of the **Indian Railways General Conditions of Contract (GCC) for Works - 2022**, along with the Special Conditions, Technical Specifications and other terms and conditions stipulated in this Tender Document.

<u>Notice Inviting Tender (NIT)</u>	
Name of Work :	“Signal and Telecommunication work in connection with construction of RUB by NHAI for traffic LC-No.162 @ HLK Yard & Interlocked LC-No.20 @ CTA Yard”.
Sanctioned Estimate No. :	1). LC-162_ No. Y/W.563/NHA/ROBs/NH-13/LC-162 dt 20.05.2025 [1024/dtd.14.05.2024] Sanctioned by Sr.DEN/North/MYS dt.20.05.2025_ 2).LC-20_ No. Y/W.563/NHA/ROBs/NH-13/LC-20 dt 20.05.2025 [1023/dt.14.05.2024] Sanctioned by Sr.DEN/North/MYS
Advertisement value Rs. :	₹57,79,523.26/- (Rupees Fifty Seven lakhs, Seventy Nine thousand, Five-hundred Twenty Three & Twenty Six paise only).
Earnest Money Deposit (EMD):	₹ 1,15,600.00/- (2% of the advt value as per ACS-11)
Tender Type:	Open Tender through IREPS (Single Packet).
e-tendering website:	https://www.ireps.gov.in/
Work Type:	Capital Work
Completion period:	8 Months
Bid offer validity:	60 days
Date of Publishing:	10.06.2026
Date of Opening:	03.07.2026
ACCEPTING AUTHORITY	Sr.DSTE/MYS

INSTRUCTIONS TO THE TENDERER

1. This electronic Tender is invited by Senior Divisional Signal & Telecommunication Engineer/Mysuru, South Western Railway, Mysuru Division, Mysuru for and on behalf of 'The President of India' invites online tender under single packet system for the work "Signal and Telecommunication work in connection with construction of RUB by NHAI for traffic LC-No.162 @ HLK Yard & Interlocked LC-No.20 @ CTA Yard".
2. Interested parties are required to submit the Tenders online to be uploaded on the electronic platform [hereinafter referred to as "e-Tendering Portal"] - in accordance with terms stipulated in the Tender Document. E-Tendering Portal Link - www.ireps.gov.in.
3. The tender document contains instructions to Tenderers for e-Tender, General Tender conditions, Special Tender Conditions, and Technical specification, which are available on the IREPS web site www.ireps.gov.in.
4. Tenderers are advised to study the Tender document carefully before participating in the Tender. Online Submission of Tenders shall be deemed to have been done after careful study and examination of the Tender document with a full understanding of its implications. Offers prepared in accordance with the procedures enumerated in General conditions and Special conditions should be submitted online through the IREPS web site www.ireps.gov.in.
5. Documents to be uploaded along with the Tender, if any, may be scanned with 100 dpi with the black and, white option which helps in reducing the size of the scanned document.
6. In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit [EMD], Performance Guarantee [PG] and Security Deposit [SD] of contract forfeited and agency banned for doing business on entire Indian Railways for 2 [two] years.
7. The Tender Document and all corrigendum/addendum shall be uploaded on the E-Tendering Portal [www.ireps.gov.in]. Prospective Tenderers are advised to visit the IREPS web site www.ireps.gov.in at least three days prior to the closing date of submission of Tender for any corrigendum/addendum/ amendment.
8. The Estimated cost is inclusive of GST as per the NIT.
9. E-Tender Forms shall be issued free of cost to all tenderers.
10. Payment towards the cost of EMD [Earnest Money Deposit], as indicated in the NIT header shall be paid only through the E- Payment facility provided in the IREPS web portal. Any mode of payment other than mentioned in the above paras is not acceptable. Any deviation from these instructions shall render the offer invalid.
11. Manual offers shall NOT be accepted against e-Tenders, even if they are submitted on the Firm's letter head/ any other form acquired or downloaded, and, submitted before closing

time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

12. Tender document is not transferable and the cost of tender form is Zero hence tenderers having facility to download to enable more participation.

13. All the relevant documents shall be uploaded along with tender form as per terms and condition of tender.

14. FILLING OF E-TENDERS

I. Tenders should be duly filled in [on the assigned space], duly signed with the digital signature and submitted online. All mandatory fields marked [*] have to be filled by the Tenderers.

II. All the mandatory fields of the financial offer form [i.e., Rate page] including basic rate, all taxes and duties or any other taxes/duties which may become applicable during the currency of the contract and any other charges have to be filled up by the Tenderer. The unit of rate shall be as indicated in the Tender schedule and cannot be altered by the Tenderer. The total contract value payable shall be automatically calculated by the system and shown to the vendor before submission of offer [Screenshot/print screen shall not be taken as proof of having submitted the same rate].

III. Offers should be valid for 60 days after closing date of Tender. Any offer having lesser validity shall be deemed as commercially unresponsive and is liable to be ignored.

IV. E-Tender form is not transferable.

V. Any financial elements indicated in the remark's column shall not be taken for ranking/evaluation and shall be summarily ignored. Tenderers are, therefore, advised not to enter any financial element in the remarks column available in the Financial Rate page.

VI. Compliance to Tender Conditions/ Checklist for Tenderers.

VII. Tenderers are advised to complete the "Compliance to Tender conditions/ Checklist" with each offer specifically stating "yes" or "no" against each item. In the case of a "no" they must indicate reason for not agreeing with that item in the appropriate box.

VIII. Tenderers are advised to submit the Tender well in advance before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications [addenda/corrigenda] published subsequently in the web site and the same shall be taken into account while submitting the Tender. No addenda/corrigenda shall be issued within 15 days of the date of Tender opening.

IX. To give prospective Tenderers a reasonable time to take 'ADDENDUM /CORRIGENDUM into account in preparing their Tenders, the Railways may at their discretion to extend as necessary, the deadline for submission of Tender document.

X. The Tenderer shall quote his rates as a percentage above or below or at par the advertised cash value which is inclusive of Railways escalation over Basic Schedule of Rates, SOR 2011. The quantities shown in the attached schedule are given as a guide and

are approximate only and are subject to variation according to needs of the Railway. The Railway does not guarantee work under each item of the schedule.

i. For schedule of works - S.O.R Items in Schedule

- a.** Tenderers are requested to quote only the overall Single percentage in comparison with the estimated value of the tender.
- b.** If Tenderer intends to quote at par with estimated rates, he shall write "0% "
- c.** If Tenderer intends to quote excess over the estimated rates, he shall write "[+] [plus]%"
- d.** If Tenderer intends to quote Less than the estimated rates, he shall write "[-] [minus]%"

XI. For Schedule of works [Non–SOR items] in Schedule B: – Tenderers shall quote individual item wise rates for schedules in Schedule B [Non-SOR items].

15. TENDER SUBMISSION:

I. Tender along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the Tenderer already registered with the IREPS website. Digital signature used must be “Class III with Company Name” obtained from G.O.I. approved Certifying Authority.

II. Tenderers must look out for Notice Inviting Tender as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Railway Administration shall not be responsible for nonparticipation of Tenderers due to any technical problems on the day of Tender closing time.

III. Firms are advised to get the Digital Signing Certificate with the same address with which they intend to register themselves on the website. Firms who are registered/approved with Zonal railways or any other approving agencies of Railways [RDSO etc.] should get the Digital Signing Certificates with the same address as mentioned in the records of these registering/approving agencies, and should use the same address for registering themselves on this website to avoid any inconvenience or disputes

IV. Firms should go through instructions/guidelines issued on the subject, which can be accessed through the Learning Center, FAQ & System Settings links available on the home page in the left navigation block

V. Only Tenders received in the Electronic Tender available on the Website www.ireps.gov.in shall be considered.

VI. The e-Tendering system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online Tendering process.

VII. Documents to be attached/ uploaded along with the e-Bid: The scanned copies of following documents should be up-loaded along with the e-bid.

- i. Wherever applicable, copy of the mandatory credentials duly attested such as experience turn over certificates should be uploaded at the time of submission of bid.
- ii. Documents related to Partnership deed/Joint venture/ Consortium/ MOU, duly signed by the notary public, as applicable, should be uploaded at the time of submission of bid failing which offer will be summarily rejected. Also, the originals shall not be accepted in hand by any of the staff working at Sr. DSTE/MYS office.

16. TENDER OPENING

I. Electronic Tender shall be opened only after stipulated closing date and time of the Tender as shown on the **IREPS Website**.

II. E-Tender shall be opened by minimum two authorized Railway officials using their secured digital permissions, passwords and digital private keys obtained from GOI approved certifying agencies. The icon shall indicate that the Tenders have been opened.

III. Tenderer shall not be required to be present in the Railway office for any e- Tender opening process.

IV. All the participating Tenderers who have submitted valid electronic offers can view their own offer details as well as the Tender tabulation statement after Tender opening, from any remote location using internet access by visiting the web site www.ireps.gov.in instantly after opening of the virtual Tender box, by clicking on the icon.

V. Railway Administration does not guarantee opening of the Tenders immediately after the closing date and time due to reasons beyond its control and hence Tenders can be opened after the due date and time also. It shall however, be ensured that no offers are submitted after Tender closing date and time. Tenderers cannot submit/modify any offer or attach any file to it after the closing date and time as stipulated in the Tender notice. System does not permit any alteration, modification, or deletion of any entry or condition, offered by the Tenderer in the e-Tender, after the end of closing time.

17. GUIDELINES FOR E-TENDERS

I. In the e-tendering process, it is mandatory that every tenderer/contractor/firm registered with www.ireps.gov.in submit their bank details i.e., Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number. As the entry into www.ireps.gov.in is controlled by Digital Signature certificate, a separate signature in the tender document / attached document is not required.

II. The Tenderer[s]/Contractor[s] intending to apply for this E-Tender, need to get enrolled in the aforesaid E-Tender portal and only online tenders will be accepted. It is the responsibility of the Tenderer[s]/Contractor[s] to obtain necessary Digital Signature Certificates for participating in the E-Tender.

18. Any other manual process will not be accepted on IREPS [e-Tender portal].

19. EARNEST MONEY DEPOSIT:

1]

- a. The tenderer shall be required to deposit earnest money with the tender for the due

Performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

Value of the work	Bid Security- [EMD]
Bid Security- [EMD]- For all works	2% of the estimated cost of the work. As per ACS-11- No.2022 CE-UCTIGCC-2022[POLICY/Pt.I (E-3320424) New Delhi, Dated 3.03.2026
Additional Bid Security- ACS-11 dt.03- 03-2026	If a tender accepted on the quoted rates of bidder which is below the advertised tender value, an additional Performance Security shall be submitted by the bidder as below; Bid quoted in % of advt cost- 0-5 (Inclusive) – Additional Performance Guarantee- NIL. Bid quoted in % of advt cost- Below 5 – Addl Performance Guarantee- 5.

NOTE:

i. The earnest money shall be rounded to the nearest Rs.100. This earnest money shall be applicable for all modes of tendering.

ii. Any firm recognized by Department of Industrial Policy and Promotion [DIPP] as 'Startups' shall be exempted from payment of earnest money deposit detailed above.

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

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

2] The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in tender documents.

GENERAL CONDITIONS OF CONTRACT

1. APPLICABILITY:

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

1.1 ORDER OF PRECEDENCE OF DOCUMENTS:

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

- i. Letter of Award/Acceptance [LOA]
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.2 INTERPRETATION:

These Instructions to Tenderers shall be read in conjunction with the "Standard General Conditions of Contract – 2022 and correction slip" [Uploaded Separately in IREPS] which are referred to herein and shall be subject to modifications, additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.3 DEFINITION:

In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a)** “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b)** “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c)** “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d)** “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e)** “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f)** “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g)** “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.
- (h)** “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.
- (i)** “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (j)** “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k)** Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes:
 - 1. “Unified Standard Schedule of Rates of the Railway (USSOR)” updated with correction slips.
 - 2. “Delhi Schedule of Rates (DSR)” published by CPWD and adopted by Railway.
- (l)** “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.
- (m)** “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

- (n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

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

CREDENTIALS OF CONTRACTORS

2. APPLICATION FOR REGISTRATION AND APPROVED LIST OF CONTRACTORS:

2.1

Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer / Divisional Railway Manager, furnishing particulars regarding:

- i. his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;
- ii. his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipment's, construction tools and plants etc. required for the work, maintained by him;
- iii. his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- iv. his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- v. his ability to supervise the work personally or by competent and duly authorized agent;
- vi. his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for

tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

3. **TENDER FORM:**

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

4. **OMISSIONS & DISCREPANCIES:**

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

5. **BID SECURITY:**

(1)

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

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

NOTE:

- (i) *The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.*
- (ii) *Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.*
- (iii) *Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.*

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

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

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

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

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

6. CARE IN SUBMISSION OF TENDERS:

(a)

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

ii. Tenderers will examine the various provisions of The Central Goods and Services Tax

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

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

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

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

CONSIDERATION OF TENDERS

7. Right of Railway to Deal with Tenders:

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

A. Single Packet System of Tendering:

With a view to assess the tenders technically and financially in the same packet, 'Single Packet System of tendering' shall be adopted wherein tender documents provide for the same.

B. Pre-Bid Conference:

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

Make in India Policy:

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

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

D. Clarification of Bids:

To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered.

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

8. EXECUTION OF CONTRACT DOCUMENT:

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

9. FORM OF CONTRACT DOCUMENT:

Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

- a. For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III of GCC- 2022, for works not exceeding ₹5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

- b. For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV of GCC -2022.

TENDER FORM (SECOND SHEET)

1. INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER:

The following documents form part of Tender / Contract:

- a. Tender Forms - First Sheet and Second Sheet.
- b. Special Conditions/Specifications (enclosed).
- c. Bill(s) of quantities (enclosed).
- d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of Sr. DSTE/MYS or obtained from the office of the Chief Engineer, South Western Railway on payment of prescribed charges.
- e. Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Sr. DSTE/MYS or obtained from the office of the Chief Engineer, South Western Railway on payment of prescribed charges.
- f. All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. DRAWINGS FOR THE WORK: The Drawing for the work can be seen in the office of the Sr. DSTE/MYS and / or Chief Engineer, South Western Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of South Western Railway as applicable to Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of months from the date of issue of acceptance letter.

6. BID SECURITY:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

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

(c) If his tender is accepted,

- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. RIGHTS OF THE RAILWAY TO DEAL WITH TENDER: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. ELIGIBILITY CRITERIA:

10.1 TECHNICAL ELIGIBILITY CRITERIA: a. The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or ii. iii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work costing not less than the amount equal to 60% of advertised value of the tender. However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows: The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway. In case after award of contract or during execution of work it becomes

necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing. Note for Item 10.1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2 FINANCIAL ELIGIBILITY CRITERIA: The tenderer must have minimum average annual contractual turnover of $1.5 V/N$ crores, where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-IV, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.1 BID CAPACITY:

The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC 2022.

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

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

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

11. TENDERER CREDENTIALS:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of South Western

Railway shall submit along with his / their tender:

- i. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii. Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- iii. The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- iv. A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- v. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- vi. (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to two years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to two years.

SIMILAR NATURE OF WORKS:

Signal and Telecommunication: - Similar single work means carrying out "Execution of any Indoor or Outdoor signaling work (PI/RRI/EI/Automatic block signaling/IBS/IBH/BPAC/LC gate interlocking)".

NOTE: - For the following equipment's after award of the contract and before supply of equipment "MoU with RDSO approved firm (if available) or in case not available, MoU with OEM who meets the RDSO specification" covering supply, installation, testing and commissioning of system shall be submitted including after sales support required during the warranty period".

12. EXECUTION OF CONTRACT DOCUMENTS:

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the DRM/S&T/MYS, South Western Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

13. DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER

- i. The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- ii. Following documents shall be submitted by the tenderer:
 - (a) **Sole Proprietorship Firm:**
 - i. All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (b) **HUF:**
 - i. A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - ii. All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (c) **Partnership Firm:**
 - i. All documents as mentioned in para 18 of the Tender Form (Second Sheet).
 - (d) **Joint Venture (JV):**
 - i. All documents as mentioned in para 17 of the Tender Form (Second Sheet) as per GCC 2022 and Correction Slip.
 - (e) **Company registered under Companies Act 2013:**
 - i. The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
 - ii. A copy of Certificate of Incorporation.
 - iii. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company.
 - iv. All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
 - (f) **LLP (Limited Liability Partnership):**
 - i. A copy of LLP Agreement.

- ii. A copy of Certificate of Incorporation.
- iii. A copy of Power of Attorney/Authorization issued by the LLP in favor of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv. An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- v. All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust:

- i. A copy of Certificate of Registration.
 - ii. A copy of Memorandum of Association of Society/Trust Deed.
 - iii. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - iv. A copy of Rules & Regulations of the Society.
 - v. All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- iii. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- iv. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- v. A tender from JV shall be considered only where permissible as per the tender conditions.
- vi. The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 14.** The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in

the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

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

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

15. EMPLOYMENT/PARTNERSHIP ETC. OF RETIRED RAILWAY EMPLOYEES:

(a) Should a tenderer

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

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

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

AND

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

THEN

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

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

year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

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

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

16. JOINT VENTURE [JV] IN WORKS TENDERS

Not Applicable in this tender.

17. PARTICIPATION OF PARTNERSHIP FIRMS IN WORKS TENDERS:

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

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

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

17.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In

case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

17.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

17.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

17.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

17.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

a. Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

b. Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

c. Governing laws:

The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

d. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

17.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

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

ii. A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

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

17.11 Evaluation of eligibility of a partnership firm:

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

18. Advances to Contractor

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest-bearing advances, as per Contractor's request. These advances shall carry a simple interest as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

(Signature

(Designation

Signature of Tenderer(s)_____

Date:

STANDARD GENERAL CONDITIONS OF CONTRACT

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

- a. "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- b. "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- c. "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
- d. "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- e. "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- f. "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- g. "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, and successors and permitted assigns.
- h. "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway

modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

- i. "Works" shall mean the works to be executed in accordance with the contract.
- j. "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- k. Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes:
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e., the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - 2. "Delhi Schedule Of Rates (DSR)" i.e., the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- l. "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- m. "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- n. "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- o. "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- p. "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- q. 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- r. Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

- s. “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1.2 Singular and Plural:

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

1.3 Headings and Marginal Headings:

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

GENERAL OBLIGATIONS

2.1 Execution Co-Relation and Intent of Contract Documents:

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

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

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

3.1 Law Governing the Contract:

The contract shall be governed by the law for the time being in force in the Republic of India.

3.2 Compliance to Regulations and Bye-Laws:

The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or

undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.3 Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A (ii).

4 Communications to be in Writing:

All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter- se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

5. Service of Notices on Contractors:

The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land:

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or Subletting of Contract:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of

any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

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

a.

- 1.** Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract
- 2.** The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates. Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.

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

- 3.** There is no banning of business with the sub-contractor in force over IR.

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

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

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

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

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

g. The Contractor shall release payment to the Sub-contractor(s) promptly and shall

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

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

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

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

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

8. Assistance by Railway for the Stores to be obtained by the Contractor:

Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavor to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

9. Railway Passes:

No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

10. Carriage of Materials:

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's

materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

11. Use of Ballast Trains:

The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

12. Representation on Works:

The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

13. Relics and Treasures:

All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated Material:

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

14. Indemnity by Contractors:

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

16.1 Security Deposit [SD]:

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security

for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

16.2

(i) Refund of Security Deposit:

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

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

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

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

16.4 Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

- i. A deposit of Cash;
- ii. Irrevocable Bank Guarantee;
- iii. Government Securities including State Loan Bonds at 5% below the market value;
- iv. Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- v. Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- vi. Deposit in the Post Office Saving Bank;
- vii. Deposit in the National Savings Certificates;
- viii. Twelve years National Defence Certificates;
- ix. Ten years Defence Deposits;
- x. National Defence Bonds and
- xi. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(C) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the Contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(D) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

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

(F) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

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

- (a)** 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.
- (b)** 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.
- (c)** The Contract being determined or rescinded under clause 62 of these conditions.

15. Force Majeure Clause:

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

17A Extension of Time in Contracts:

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

(ii) Extension due to Modification:

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

(iii) Extension for Delay not due to Railway or Contractor:

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

- (iv) Extension for Delay due to Railways:** Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself. The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

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

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

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

NOTE: In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17C Bonus for Early Completion of Work:

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

18.1 Illegal Gratification:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal

liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

18.1 Contractor's understanding:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

18.2 Commencement of Works:

The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

18.3 Accepted Programme of Work:

The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/ Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor

shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. **Each programme shall include:**

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

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

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

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

18.4 Setting out of Works:

The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and Dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.1 Compliance to Engineer's Instructions:

The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer

from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.2 Alterations to be authorized:

No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.

20.3 Extra Works:

Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

20.4 Separate Contracts in Connection with Works:

The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

21. Instruction of Engineer's Representative:

Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.1 Adherence to Specifications and Drawings:

The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the Costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

22.2 Drawings and Specifications of the Works:

The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

22.3 Ownership of Drawings and Specifications:

All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

22.4 Compliance with Contractor's Request for Details:

The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

22.5 Meaning and Intent of Specification and Drawings:

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

23 Working during Night:

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

24 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.

25 Sheds, Storehouses and Yards:

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

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

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

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

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

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

- (a) The contractor shall employ proper managerial and technical personnel during the execution of this work and the personnel deployed shall have adequate experience and thorough knowledge of the works executed including the specifications and proceedings involved. The list of managerial and technical personnel proposed to be engaged by the contractor shall be submitted to the Sr. DSTE/DSTE, Sr. DEN/DEN Sr.DEE/DEE in charge of

the project along with the programme chart and approval of Engineer to be obtained for engaging them for work.

- (b) The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- (c) In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- (d) No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.
- (e) Scale of personnel: Minimum scale of personnel to be engaged by the Contractor shall be as under:-

- a. One Graduate Engineer and at least one diploma holder Engineer when the cost of work is more than Rs.5.00 crore.
- b. One Graduate Engineer when the cost of work to be executed is between Rs.1.00 crore and upto 5.00 crore.
- c. One qualified Diploma holder Engineer, when cost of the work to be executed is more than Rs.30.00 lakhs but less than Rs.100 lakhs.
- d. Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.

27.1 Workmanship and Testing:

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

27.2 Removal of Improper Work and Materials:

The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (ii) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
- (iii) The substitution of proper and suitable materials, and
- (iv) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of

the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

- (v) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub- section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28. Facilities for Inspection:

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

29. Examination of Work before Covering Up:

The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works:

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

31.1 Contractor to Supply Water for Works:

Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.2 Water Supply from Railway System:

The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be

determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

31.3 Water Supply by Railway Transport:

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

31.4

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

b. Electric Supply from the Railway System:

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

32. Property in Materials and Plant:

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like

description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less

than 1m x 1m.

- **Use of Explosives:** Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- Provided for in the contract, or
- Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- Necessary for the safety of the works or any part thereof, or
- Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it

affects the whole of the works, as an abandonment of the contract by the Railway.

▪ **Rates for Items of Works:**

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

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

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

39.(1) Rates for Extra Item(s) of Works:

- Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

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

- Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- (a) Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- (b) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- (c) Market Analysis

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore- mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

40.(1) Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of

the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure-VIIA), if the Engineer is of the opinion that :-

- Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
- The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

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

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the

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

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

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

- 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.
- In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - 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;
 - 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.
 - Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

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

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

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

- In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

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

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

MEASUREMENTS, CERTIFICATES & PAYMENTS

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

45(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

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

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

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and

half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) **Incorrect measurement, actions to be taken**: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

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

46.(1) **"On-Account " Payments**: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by

way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

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

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

46.(4) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

Mobilisation Advance :

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

(a) Stage 1 - 5% of Contract Value on signing of the contract agreement.

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

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

The stage 2 of advance shall be payable at the time of mobilisation, 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).

- **:Advance Against Machinery and Equipment –**

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a

scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

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

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- 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.

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

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: Shall be applicable as per the GCC-2022 and its Correction Slips.

47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and

perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

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

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

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

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

49. Approval only by Maintenance Certificate: No certificate other than Maintenance

Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway. The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

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

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

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the

Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

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

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

52. Withholding and Lien in Respect of Sums Claimed:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the

event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

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

52-A Lien in Respect of Claims in other Contracts:

- i. Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- ii. However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- iii. It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

53. Signature on Receipts for Amounts:

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the

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

LABOUR

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

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

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

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

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

- **Provisions of Payments of Wages Act:**

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and

the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

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

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

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

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

55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub- contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from

the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

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

55-C

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

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

- It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

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

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

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

- **Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.
- **Provision of Workmen's Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

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

Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

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

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

59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

- Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
- Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the

Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

- **(7) Medical Facilities at Site:** 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.

59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

60.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he

attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

1. Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

2. The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

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

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

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

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

If the Contractor should:

- i. Becomes bankrupt or insolvent, or
- ii. Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- iv. Have an execution levied on his goods or property on the works, or
- v. Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- vi. Abandon the contract, or
- vii. Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- viii. Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- ix. Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- x. Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- xi. Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- xii. Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- xiii. Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- xiv. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- xv. Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- xvi. Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

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

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

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

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

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

c) In the contract rescinded in part or parts,

- c.1 The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the

contract.

- c.2 The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.
 - c.3 The defaulting Contractor shall not be issued any completion certificate for the contract.
 - c.4 The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - c.5 Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES –

INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- a) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- b) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of

Dispute” provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor’s “Notice of Dispute”, notify the name of conciliator(s) to the Contractor.

- c) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- d) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- e) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- f) The conciliation proceedings shall be terminated as per Section 76 of ‘The Arbitration and Conciliation Act, 1996.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

concerned, in the same manner the member to be replaced was appointed.

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

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

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

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

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

64.(1) : Demand for Arbitration:

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

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

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

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

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim

within a period of 30 days from the date of appointment of the Arbitral Tribunal.

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator

to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

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

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

- In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

- In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the

request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

64.3(c)(iii): (i) Qualification of Arbitrator (s):

- Serving Gazetted Railway Officers of not below JA Grade level.
- Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- Age of arbitrator at the time of appointment shall be below 70 years.
- An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure-XVI shall be

taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

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

64. (6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

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

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor

has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

Special Terms and Conditions of Tender

1. In terms of Clause 16 of the Indian Railways General Conditions of Contract for Works - 2022 (GCC-2022), the successful bidder shall submit a Performance Guarantee (PG) of **5% of the contract value.** The PG shall be submitted within **21 days from the date of issue of the Letter of Acceptance (LoA).** The delay in submission of Performance Guarantee beyond 21 days upto 60 days from the date of Letter of Acceptance (LoA), the **penal interest** at the rate of **12% per anum will be imposed** on the running bill.
2. The bidder shall upload a certificate declaring that they are not liable to be disqualified, and that all statements, documents, and credentials submitted along with the bid are true, factual, and authentic. The standard formats enclosed. Non-submission of this certificate shall result in summary rejection of the bid.
3. It shall be the responsibility of the tenderer to identify, state, and upload all supporting documents, duly self-attested or digitally signed, by which they meet the Qualifying Criteria prescribed in this Tender Document.
4. The E-tender will be opened online through the IREPS portal at the scheduled date and time, under the jurisdiction of the Divisional Railway Manager, South Western Railway, Mysuru Division, Signal & Telecommunication Department.
5. If the office happens to be closed on the scheduled date due to an unforeseen holiday or bandh, the tender will be opened on the next working day at the same time. The online procedure of opening shall remain unchanged.
6. Tenderers shall comply with Clause 1.13, 1.14 and 1.15 of GCC-2022, relating to disqualification, conflict of interest, and banning of business dealings. A declaration to this effect shall be submitted in Annexure-G as part of the bid. Non-submission of Annexures shall result in summary rejection of the bid. If the declaration is found to be false, action shall be taken for banning of business as per extant Railway rules and GCC-2022 provisions.
7. A copy of Documents against the Tenderer's Credentials must be submitted along with the E- tender. No documents against the same will be entertained afterwards. Tender will be decided purely on the basis of documents available/attached with the E-tender, no matter whether the tenderer is a working contractor or a new. However, the Railway may ask for clarification with respect to the document available/attached with the E-tender, if required.
8. **The Bidder has to abide by the Indian Railways General Conditions of Contract for Works (2022) along with all correction slips and amendments issued till date.**
9. **GENERAL INSTRUCTIONS:**
 - 9.1. This Chapter shall be read in conjunction with Indian Railways Standard General Conditions of Contract [GCC] 2022, which shall be subject to modifications, additions or supersession by these Special Conditions of Contract and/or specifications/conditions, if any, which is part of this Tender Document.
 - 9.2. The regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to therein and wherever there is a conflict

between the Special condition and General condition, the Special condition shall prevail.

- 9.3.** Any deviations from these Special Conditions of Contract, Technical Requirement & Specifications, Schedule of Material & Supplies and/or any condition of tender document, if any, stated by the tenderer in his tender or subsequently introduced by the Railway shall be a part of the Contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract.

10. CONTRACTOR SCOPE OF WORK:

[IF NOT APPLICABLE, PLEASE IGNORE].

- 10.1.** The contractor has to make all supplies as per schedule of works except the items mentioned under heading “Works to be done by Railways” in the tender document and Technical Specification.
- 10.2.** The contractor shall be responsible for employing of qualified personnel for supervision and execution of work as per GCC Clause No 26.
- 10.3.** The contractor shall be responsible for supply of equipment/materials as per technical specification & Requirement in line with Tender schedules.
- 10.4.** The contractor shall be responsible for proper execution of work in line with Tender schedules.
- 10.5.** Laying of cables with proper protection as per the Schedules and associated termination and wiring works.
- 10.6.** Lifting of materials/cables from designated stores/workshops to the site. Stacking the materials received and providing security arrangements to avoid any damage/loss of materials.
- 10.7.** The contractor shall be responsible for Supply of Technical documents for the equipments.
- 10.8.** Testing and commissioning of the system as per guidelines of Railway Engineers.
- 10.9.** The contractor shall be responsible for warranty of the assets supplied and installed by him for a period of ONE Year i.e., from date of completion of the work as per the completion certificate by a JAG/SG officer or officer in charge of the work.

11. VALIDITY OF OFFERS:

- 11.1.** The tenderer shall keep the offer open for a minimum period of **60 days** from the date of opening of tender. Within that period, the tenderer cannot withdraw her/his/their offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.
- 11.2.** It is understood that the tender document has been sold/issued to the Tenderer and the Tenderer is / are permitted to tender in consideration of the stipulation on her/his/their part that after submitting her/his/their subject to the period being extended further he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the Tenderer fail to observe or comply with the forgoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited by the Railways.

12. COMPLETION PERIOD:

The time schedule for the entire work is of utmost importance. The entire work is required to be fully executed within **08 Months** from date of issue of Letter of Acceptance [LOA].

Engineers/qualified staff to survey, install, and test and commission the equipment/system at site.

13. OPENING OF TENDERS:

Tender will be opened online as per stipulated date and time mentioned in Tender Notice and Website in the office of Senior Divisional Signal and Telecom Engineer, 2nd Floor, DRM Building, Irwin Road, South Western Railway, Mysuru Division, Mysuru in the presence of Tenderer/ representatives [whoever chooses to attend]. In the event of the specified date of bid opening being declared holiday for the Railway, the Bids shall be opened at the same time and location on the next working day. The tenderer/representatives, who are present during the opening of Bids, should sign a register as token of their attendance.

14. RIGHT OF RAILWAYS TO DEAL WITH TENDERS:

The authority for the acceptance of the tender will rest with the Railway administration for and on behalf of President of India, who shall not be bound to accept the lowest or any tender or to assign any reason for declining to consider, non- acceptance or rejection of a tender. Railway administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender document or to reduce the scope of the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

Railway administration also reserves the right to cancel any or all tenders at any stage. Railway reserves the right to accept or reject the deviations proposed by the tenderer and Railway's decision thereon shall be final. The deviation quoted by the tenderer will become part of Contract Agreement only to the extent to which they are specifically mentioned as accepted in Letter of Acceptance.

15. ACCEPTANCE OF TENDER:

A letter of acceptance [LOA] of the offer will be issued by the Railway Administration to the successful Tenderer that his offer has been accepted, on receipt of which he shall submit a Performance Bank Guarantee [PBG] bond of 5% of cost of work and shall execute a formal Contract Agreement with the President of India acting through DRM/S&T/MYS or his authorized representative for carrying out the work according to terms and conditions of the tender including "General Conditions of Contract" of Indian Railway and Special Conditions/Specifications of this tender. Upon issuing of LOA, the contract for the work shall be deemed to have been awarded to the tenderer and accordingly the completion period will be reckoned from the date of issue of LOA irrespective of the date of signing of contract agreement subsequently.

16. RATES DURING NEGOTIATION:

The tenderer shall not increase his quoted rates in case the Railway Administration negotiates for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer

17. CONSIGNEE:

Consignee for the material supplied by the contractor shall be as follow: -

- 17.1.** Signaling/Telecom items along with all accessories shall be supplied to Authorized representative of Sr. DSTE/MYS at the store of the nominated consignee.
- 17.2.** After supply of the material by contractor, same shall be issued to contractor against indemnity Bond. Contractor shall provide proper storage space ensuring protections from theft, fire and flooding. Contractor shall obtain authorization of Railway before transporting the material to site of work. Contractor shall submit monthly statements of material delivery/issues to site, indicating dates and quantity of equipment received and issued every month along with overall summary.
- 17.3.** Any change/addition required in consignee, it shall be done after mutual consultation between contractor and Railway.

18. CONTRACTOR 'S OFFICE & STORES DEPOT:

The contractor shall, within a month of issue of letter of acceptance [LOA] of tender, establish an office and store depot at a convenient place for receiving & storing equipment and materials and progressing field work expeditiously in consultation and with the approval of the Engineer-in-charge, where all correspondence should be sent. Contractor will intimate office address along with Telephone/Fax, E-mail and name of Key-personnel responsible for execution of work. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important document shall be sent by Registered post.

19. CHANGES IN ADDRESS:

Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/inconvenience suffered by the Contractor on account of his failure to comply with this.

20. INSPECTION OF MATERIALS:

- 20.1.** Materials to be supplied by Contractor shall be of best quality and shall conform to the relevant specifications, Designs and Drawings. The materials shall be procured by the Contractor/s from manufacturers of repute or their authorized dealers as approved by the Engineer-in Charge.
- 20.2.** The Contractor/s may shall produce test certificates from the Manufacturer, wherever called for by the Engineer-in-charge and should be handed over to Railways.
- 20.3.** The contractor should procure signaling/ telecom items which appear in the RDSO approved list normally from the Part-I suppliers. The contractor shall take prior approval of the Railways before placing orders on the firms. In case, there are no firms in Part-I list, Prior approval of Railways should be obtained before placing order on Part-II firms.
- 20.4.** The items which are included in the list of RDSO approved suppliers [Electrical Signaling items, Telecom Equipment's] shall be inspected by RDSO and Mechanical

Signaling items shall be inspected by RITES except petty items which shall be inspected by representative of the Engineer-in-Charge. The RCC pipes and Earth Electrodes, shall be inspected by RITES. In case the value of Electrical Sigg. Item is less than Rs. Five lakh or as per latest revised policy of the Railways, the inspection shall be carried out by RITES. In exceptional cases, the consignee inspection shall be carried out by an Officer nominated by the Engineer-in-charge of the work. Even in these cases, the materials shall be procured from RDSO approved sources.

20.5. The details of materials / items which are to be inspected by RDSO, RITES and consignees is described in Vol. II Annexure-B1. The following critical items will continue to be inspected by RDSO irrespective of its value and the inspection charges levied by RDSO/RITES will have to be borne by the contractor at the rates specified from time to time.

- All types of signaling relays.
- Block instruments;
- Axle counter equipment's;
- Signal machines;
- Point machines;
- Colour light signal transformers
- Electrical signal lamps;
- Voltage stabilizers and other power supply equipment.
- Electric signal reversers;
- Signal roundels and lenses;
- Electric lever lock and circuit controller.
- Circuit controller;
- Electric key transmitter;
- Fuses, Fuse Block & Terminal blocks [PBT Type];
- Electric Point and lock detector.

Signaling items other than those mentioned above will be inspected by RDSO provided the order value is more than Rs. Five Lakh mentioned vide Railway Board's letter No 2000/RS[G]/379/2 Dt.06.09.2017 or as per the latest policy of Railways

- 20.6.** All materials that are not covered under specification, designs and drawings of RDSO, Railway Board, etc., will be procured by the Contractor from the manufacturers of repute/their authorized dealers, after the approval of the Engineer-in-charge.
- 20.7.** Materials to be supplied by the contractor shall be put up for inspection of Engineer or his representative for checking its quality/suitability before they are finally used/ installed by the Contractor and necessary inspection certificate to be obtained. The Contractor shall therefore arrange to get the material inspected in advance, preferably in bulk and not in piece-meal. The Contractor shall give the Railway 10[Ten] days' notice, when the materials are ready for inspection.
- 20.8.** The inspection charges levied by RDSO/RITES will be on Railway account.
- 20.9.** All materials to be supplied by contractor should be offered by him/them for RDSO's/RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in any way on this account. Contractor should ensure that the delay in inspection is not a sufficient reason to execute the work in time.

- 20.10.** If required, the Contractor shall provide at point of production, apparatus and labour for making required tests under the supervision of the Railway. Tests may be made either at point of production, on samples submitted or at the destination.

21. FACILITIES FOR TEST & EXAMINATION:

The contractor shall provide, without any extra charges, all materials, equipment's, tools and labour of every kind which the RDSO/RITES or their nominee may consider necessary for any tests and examinations which they or their nominee shall require to be made on the contractor's premises and shall pay all cost attendant there upon. The contractor shall also provide and deliver free of charge at such places as the RDSO/RITES or their nominee may nominate such materials as they or their nominee may require for the independent testing organization. The cost of any such tests will be defrayed by the Railways unless it is stated in the specification that it is to be paid by the contractor.

22. CERTIFICATE OF INSPECTION AND APPROVAL:

- 22.1.** No stores will be considered ready for delivery until RDSO/RITES or their inspecting officer nominated by them have certified in writing that the material has been inspected and approved by them.
- 22.2.** Facilities must be provided by the contractor to the Railway or their nominee for inspection of the stores, equipment's and structures at all stages of their assembly, manufacture and fabrication.

23. SALES AND OTHER LOCAL TAXES

- 23.1.** The bidders/ tenderers should ensure that they are GST compliant and their quoted tax structures/ rates are as per GST Law & TDS. Applicable taxes shall be as per the revised policy on Taxes under GST.
- 23.2.** Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017[CGST]/Integrated Goods and Services Tax Act, 2017[IGST]/Union Territory Goods and Services Tax Act, 2017 [UTGST]/ respective state's State Goods and Services Tax Act [SGST] also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit [ITC] likely to be availed by them is duly considered while quoting rates.
- 23.3.** The successful tenderer who is liable to be registered under CGST/IGST/ UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/ UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 23.4.** In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism [RCM] and deposit the same to the concerned authority.
- 23.5.** All types of taxes in forces by central Government and State Government from time to time recoverable from source shall be recovered from the bill by the Engineer in charge. Please note that 1% Income Tax for individual and 2% of

Income Tax for others will be deducted from the running bills. And if PAN is not furnished 20% of Income Tax will be deducted from the running bills.

- 23.6.** As per rule 3 of the building and other construction workers Cess rules 1996, 1% of the cost of the work including the cost of materials from the bill paid will be leviable for the work done in this agreement.
- 23.7.** All the rates quoted by the Tenderer shall be firm and shall be inclusive of all levies like Tax, Excise duty, Royalty, Central Sales Tax on works Contract Tax etc. as applicable at the place of supply and Installation and payable by the Contractor to the Government or any other authority and no additional rate due to subsequent variation will be paid or claim entertained on this account by the Railways.
- 23.8.** 1% CGST & 1% SGST or 2% IGST will be deducted as TDS if the contract value is greater than Rs. 2,50,000/-.

24. PRICE VARIATION CLAUSE:

No Price variation shall be applicable in this contract across all schedules.

25. DEDUCTION OF INCOME TAX - TAX AT SOURCE:

In terms of new section 194-C inserted by the Finance Act, 1972 in the Income Tax Act, 1961 the Railway shall at the time of arranging payments to the contractor [and/or sub-contractor in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contract] for carrying out any work [including supply of labour for carrying out any work] under the contract, be entitled to deduct Income tax at source on income comprised in the sum of such payments. The deductions 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, 1961.

26. PACKING AND FORWARDING:

- 26.1.** The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 26.2.** All containers [including packing cases, boxes, tins, drums and wrappings] in which the stores are supplied by the contractor shall be considered as nonreturnable and their cost as deemed to have been included in the contractor price.
- 26.3.** Each packing delivered under the contract shall be marked by the contractor at his own expenses. Such marking shall be distinct [all previous irrelevant marking being carefully obliterated and shall clearly indicate the description and quantity of stores, the name and address of the Contractor with a distinctive number of mark sufficient for the purpose of identification]. All marking shall be carried out with such material as may be found satisfactory by the inspecting officer as regard quickness of drying, fastness and indelibility. Materials and Equipment meant for each section shall be separately packed in separate boxes and marked with name of section, Consignee and Railway.
- 26.4.** The inspecting officer may reject the store if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately

prescribed, if such materials are not in accordance with the term of contract such rejection of the stores by the inspecting officer shall be binding on the contractor and he shall arrange for removal of such rejected store within 7 days.

27. FREIGHT AND INSURANCE:

The freight and insurance cost for the material to site of work shall be borne by the contractor.

28. CONSIGNEE'S RIGHT OF REJECTION:

- 28.1.** Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract [whether with or without any test carried out by the Contractor or the Inspecting Officer] and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
- 28.2.** The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the Railway and the Railway's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.

29. CONSEQUENCES OF REJECTION [REJECTED STORES]:

When any stores delivery at the depots is rejected, the contractor shall remove this within 7 days, from the date of rejection. Such rejected stores shall lie at the consignee's risk from the date of rejection. If the Contractor does not remove the stores within this period, the Railway or his nominee shall have the right to dispose of such stores, as though fit, at the contractor's risk and account. The Railway shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.

30. STORES - RECEIPT & ACCOUNTAL:

- 30.1.** Exchange of proper requisition and receipt shall be done on a suitable Proforma as mentioned in Annexure IX & X between the Contractor and the Railway's authorized representative.
- 30.2.** The Contractor shall issue a receipt along with the demand slip for the materials required for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the consignee.

30.3. All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the respective Consignee [stores].

30.4. On submission of every “on account bills” contractor has to submit material statement duly signed by Concerned SSE-In charge and contractor to the bill passing authority

31. SECURITY OF MATERIAL:

Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts or damage of any sort. In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials, which has been supplied by the Railway and will remain in his custody. The cost of stores lost/damaged shall be realized by the Railway out of any payments due to the contractor in this contract from any other contract executed by Govt. of India.

32. LOADING/UNLOADING & TRANSPORTATION OF MATERIAL:

- (a) The material shall be delivered by the Contractor at the Depot of respective Consignees. Material to be supplied by Railways for execution of the work and the material delivered by the Contractor will be transported from the Consignee depot or any other nominated depot notified by Railway to site by the Contractor at his own cost. This includes loading and unloading of materials at consignee depot and at site by contractor.
- (b) Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge after appropriate accounting by consignee. Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated SSE/S/SRM/STORES/MYS by contractor at his own cost. The contractor will have to furnish an Indemnity Bond ANNEXURE - VI [in Forms & Annexures part of Chapter-3] for the Security of the Railway material issued to him.
- (c) The cost of transit insurance required as per rules shall be borne by the contractor.
- (d) Nominated depot from where Contractor has to collect the materials are from stores. No payment will be made to contractor for shifting of materials from nominated depot to the site of work.
- (e) The material issued to the contractor if found defective/unserviceable after transporting at site, the same shall be transported & handed over to the Consignee Depot by the contractor without any extra cost.

33. RETURN OF SURPLUS STORES:

The Contractor shall return the stores at his own cost found to be surplus to Consignee. The contractor shall account for all material that is issued to him. A register shall be maintained at site which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.

34. RETURN OF RELEASED STORES:

Released material/equipment shall be returned and deposited to Consignee in systematic manner. Proper care of material shall be taken while releasing & transporting the stores.

35. SITE ORDER BOOK:

An Inspection Register/Site Order book shall be maintained at the site of work by the contractor, wherein the Engineer in-charge of the work or his executive subordinate shall record instructions regarding the working etc. It is expected that the Contractor or his representative at the site shall note such instructions whenever asked upon to do so and take action accordingly. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.

This register shall have entry on day-to-day basis regarding the progress of work. Record should also be kept with joint signature of Railways & firms' representative for all release material too. This should be produced during the inspection & check of Railway engineer in charge or his authorized representative along with drawing showing new installation locations.

36. PROGRESS REPORTING:

- 36.1.** The contractor shall submit to Railways at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and pro- forma of the report will mutually be agreed after award of the Contract. Such reports shall be for weekly work progress [man power, equipment and work development] and monthly progress review reports. All actions as directed by Railway's representative to such reports shall be promptly attended to by Contractor.
- 36.2.** The purchaser's engineer shall also conduct monthly meetings with the contractor to assess and review the programme of works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by Railway and contractor.

37. WARRANTY:

Contractor is responsible for Warranty of all the materials supplied and installed by him for a period of **1 year** from date of issue of completion certificate, which will be considered as date of commissioning of complete system. Completion certificate will be issued by JAG/SG officer or officer in charge of the work after obtaining "No Due" certificate from SSE-In charge stating that all works are completed in all respects.

During the period of warranty contractor shall be responsible for:

- 37.1.** The contractor shall guarantee that all material & equipment to be supplied and installed as per this contract shall be free from defect and fault in design, material, workmanship and manufacture and shall be of the highest grade and consistent with established and generally accepted standard for materials of the type ordered and in full conformity with the contract specification.
- 37.2.** The contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contractor and under proper use, arising from faulty materials, design or workmanship on the plant or from faulty erection of the equipment under the supervision of the contractor, but not to do so by the purchaser who shall state in writing in what the portion is faulty.
- 37.3.** The Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him which is of defective manufacture or defective design or defective material/component become unworkable due to any cause whatsoever. The decision to attend to any damage or defect in work shall be final and binding on the contractor.
- 37.4.** If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the provision of the above clauses shall apply to the replaced/renewed equipment for the period of six months from the date of such replacement or renewal or until date of warranty period whichever may be later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expenses, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.
- 37.5.** If the replacement or renewals are of such a character as may affect the efficiency of the system, the Railway shall have the right to give the contractor within one month from such replacement or renewal notice in writing that test on completion will be carried out at his cost. Should such tests show that the plant sustains the guarantee in the contract; the cost of the tests shall be borne by the purchaser. Should the guarantees not be sustained, the cost of the tests shall be borne by the contractor.
- 37.6.** Until the completion of work, the contractor shall have the right to entry with permission of Railways, at his own risk and representatives, whose names shall have previously been communicated, in writing, to the Railways at all reasonable working hours upon all necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notes there from and if he desires at his own risk and expense, making any tests, subject to the approval of the purchaser which shall not be unreasonably withheld.
- 37.7.** All inspections, replacement or renewals carried out by the Contractor during the maintenance period shall be subject to the same condition of the contract.
- 37.8.** All replacement and repairs and design change that the railway shall call upon the contractor to deliver or perform under this warranty period shall be delivered and performed by the contractor within three months, promptly and satisfactorily.
- 37.9.** The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
- 37.10.** During failure analysis/de-bugging, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost.

38. COMPLIANCE TO ENGINEER'S INSTRUCTIONS:

The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

39. ALTERATIONS TO BE AUTHORIZED:

No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

40. EXTRA WORKS:

Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

41. TERMS OF PAYMENT:

The Contractor will be entitled to be paid from time to time by way of "On Account payment" for supply of materials and works as in the opinion of the engineer who has executed in terms of the contract.

All bills shall be subject to any deduction or recovery which the Railway may be entitled to make under contract.

The Contractor shall be entitled to be paid from time to time by way of "On Account" payment as per clause 46[i] of General Conditions of Contract. While processing payment of any 'On Account Bill' contractor shall submit a certificate to the Engineer or Engineer's representatives that **"I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till Month, Year."**

42. ON ACCOUNT PAYMENT:

Such "On Account Payments" will be made for supply of equipment, materials indicated in the supply schedule on receipt of materials in good condition at the Consignee stores or directly to work spot.

42.1. SUPPLY ITEMS:

For supply items of tender Schedule 90% [Ninety Percent] of the value of each consignment shall be paid on receipt of materials at consignee store depot and on production of the following documents:

- Store receipt certificate issued by consignee.
- Original Inspection certificate issued by Inspecting Official viz. RDSO/RITES/Railway Representative or Inspection Waiver Certificate issued by competent authority.

5% of the value of material shall be paid after successful installation and testing of the equipment, certified by Railway representative.

5% value of the supply items shall be paid in final bill [as per GCC Para.51

[1].

42.2. INSTALLATION ITEMS:

90% of the value of installation rate as per agreement shall be paid as on accounts bills only on production of certificate by the site engineer that relevant portion of installation has been completed.

5% of the value of installation rate as per agreement shall be paid after successful submission of all “As-Made” documents.

5% value of installation rate as per agreement shall be paid in final bill [as per GCC Para.51 [1]].

42.3. SUPPLY AND INSTALLATION OF ITEMS:

70% of the value of material as per agreement shall be paid as on accounts bills only on production of certificate as brought out in para above.

20% of the value of material as per agreement shall be paid after Successful completion of installation of the work.

5% of the value of material as per agreement shall be paid after successful submission of all “As Made” documents.

5% value of material as per agreement shall be paid in final bill [as per GCC Para.51 [1]].

42.4. FOR TESTING & COMMISSIONING ITEMS:

95% of the value of the item commissioned shall be paid after successful completion certified by Railway’s representative.

5% value of the item commissioned shall be paid in final bill [as per GCC Para.51 [1]].

42.5. FOR AS-MADE DOCUMENTS:

95% of the value of the item supplied shall be paid after certification by Railway’s Representative.

5% value of the item supplied shall be paid in final bill [as per GCC Para.51 [1]].

42.6. ON ACCOUNT PAYMENT FOR SCHEDULE ITEMS WHICH INVOLVES LABOUR PORTION ONLY.

95% of the value of the item which involves labour portion shall be paid after certification by Railway's Representative.

5% value of the item supplied shall be paid in final bill [as per GCC Para.51

[1].

43. E-MEASUREMENT IS IMPLEMENTED IN MYSURU DIVISION AND THE SAME SHALL BE FOLLOWED THROUGH IR-WCMS PORTAL.

44. MODE OF PAYMENT TO CONTRACTOR:

All payments to contractors/suppliers will be made through National Electronic Fund Transfer [NEFT] system. It is mandatory which will require to be filled in along with the offer. Indian Financial System Code [IFSC] of the concerned bank shall be given in the MANDATE form or through Letter of Credit [LC] arrangements.

In case Tenderer seeks payment through Letter of Credit then the option can be exercised at the time of bidding only. Special condition for Letter of Credit in works tender vide Railway Board Lr No 2018/CEI/CT/9 Dt 04.06.2018 are given below:

- 44.1.** For all the tenders having advertised cost of Rs.10 lakhs or above, the contractor shall have the option to take payment from Railways through a letter of credit [LC] arrangement.
- 44.2.** 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.
- 44.3.** The option so exercised, shall be an integral part of the bidder's offer.
- 44.4.** The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- 44.5.** In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - The LC shall be a sight LC.
 - 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.
 - 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 SB1branch] 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.

- 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.
- 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.
- The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization [format enclosed as Annexure2] after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- On issuance of Document of Authorizations, 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].
- The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank [advising Bank] for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
- The payment against LC shall be subject to verification from Railway's Bank [Local SBI Branch].
- The contractor's bank [advising bank] shall submit the documents to the Railway's Bank [Local SBI Branch].
- 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.
- Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

45. General Condition of Contract in Indian Railways -2022 is applicable.

46. The contractor shall ensure that necessary sanitary facilities are provided by the contractor for their labour in terms of clause 59 [4] of the General Conditions of Contract, & where they fail to do so notice shall be given to the contractor that the same will be provided by the Railway at their cost and recovery shall be made from their bills. **As per Railway Board Circular No. F(X)I/95/1/1 Dated 07.09.2021 the conservancy cess charges are in the following manner:**

Engineering works contractors [Engineering, Mechanical, Electrical, Signal etc.,:-

SN	Average number of labour or workman employed per day	Conservancy cess charges to be recovered per month
01	1 to 5	Rs. 159/-
02	6 to 10	Rs. 312/-
03	11 to 25	Rs. 785/-

47. CABLE MAINTENANCE:

Before commencing any excavation work adjacent to the existing track, it is imperative that the contractor ensures all necessary permissions are obtained and all required precautions are in place as outlined in the Joint Procedure Order No.- S&T JPO No.01/2023 Tele dated 22/12/2023 titled "Joint Procedure Order for Undertaking Digging work in the Vicinity of Underground Signalling, Electrical and Telecommunication Cables" along with Railway Board Telecom Circular No. 09/2023 dated 12.06.2024.

48. Governing Conditions

This Tender Document is governed by the Indian Railways General Conditions of Contract (GCC) for Works -2022. In the event of any contradiction or inconsistency between the provisions of the GCC (Works) 2022 and the specific conditions stipulated in this Tender Document, the provisions of the GCC (Works) 2022 shall prevail.

The GCC (Services) 2022, dated 27.04.2022, or the latest applicable version, may be downloaded by the tenderer from the official website of the **Railway Board (Transformation Cell)** at <http://www.indianrailways.gov.in>.

49. Reading of Tender Conditions

Tenderers are advised to carefully read and understand all clauses, including the Notes, Tender Conditions, and Instructions, contained within this Tender Document before submission of their bids.

50. Submission of Annexures and Appendices

All required Annexures, Appendices, and supporting documents specified in this Tender Document shall be properly filled, signed, and uploaded by the bidders along with their offer documents. Failure to submit any mandatory annexure or appendix may render the bid incomplete or liable for rejection.

51. Interpretation in Case of Contradictions, Errors, or Discrepancies

In the event of any contradictions, errors, omissions, or discrepancies in the Tender Document, the tenderer/contractor shall not take undue advantage of any misinterpretation, typographical error, or ambiguity.

Any such issue noticed shall be immediately brought to the attention of the Sr.DSTE/MYS for clarification. In all such cases, only the rules, codes, and official Railway publications/circulars shall be treated as authoritative. No claim arising out of misinterpretation or typographical

error shall be entertained. The decision and interpretation of the Railway Administration in this regard shall be final and binding on the contractor.

52. Responsibility for Online Tender Submission

It shall be the sole responsibility of the bidder/tenderer to ensure that the tender is submitted online through the e-tendering (IREPS) portal before the specified submission deadline. The Railway Administration shall not be held responsible for any delay, internet connectivity issues, or technical errors during the uploading or submission process.

Tenderers are therefore advised to complete and upload their bids well in advance of the closing date and time to avoid any last-minute technical issues or submission failures.

53. Non-compliance with any of the conditions stipulated in this Tender Document shall render the tender **liable for rejection** without any further correspondence or consideration. The Railway Administration reserves the right to reject such tenders at its discretion.

54. Applicability of General Conditions of Contract (GCC)

Except where specifically provided otherwise in this Tender Document, this tender and any resultant contract shall be governed by the “**Indian Railways General Conditions of Contract (GCC) for Works**”, including all **latest amendments and corrections** issued by the Railway Board from time to time.

55. Post-Tender Correspondence

No post-tender correspondence for the submission of additional documents shall be entertained after the opening of the Technical and Commercial Offers. Any *suo motu* communications or letters submitted by the tenderer after bid opening shall be treated as null and void.

56. Dispute Resolution and Contract Termination

(a) In the event of any dispute or difference of opinion arising between the Railway Administration and the Contractor, and where no specific provision exists within this Agreement, the matter shall be referred to sole arbitration in accordance with the procedure prescribed under the “Indian Railways General Conditions of Contract (GCC) for Services.”

(b) The Railway Administration reserves the right to terminate the contract in accordance with the provisions laid down in the GCC for Services of Indian Railways.

57. Precedence of Special Conditions and Addenda

In case of any contradiction or inconsistency between the Special Terms and Conditions of this Tender and the General Conditions of Contract, **the Special Terms and Conditions shall prevail.**

Any Addenda or Corrigenda issued subsequently shall form part of this Tender Document, and tenderers shall be bound by the same.

58. Decision of Railway Authority

The decision of the Sr. DSTE/MYS (South Western Railway) or any officer authorized by him shall be final and binding on the contractor in matters relating to:

- a) Breach of the terms and conditions of this agreement, and
- b) Any other irregularity arising during the execution of the contract.

59. Formation of Contract

Until a formal agreement is prepared and executed, the acceptance of this tender by the Railway shall constitute a legally binding contract, subject to such modifications as may be mutually agreed upon and indicated in the Letter of Acceptance issued for the work.

60. Integration and Precedence of Special Conditions

The Special Conditions specified herein shall form an integral part of the contract conditions. In the event of any conflict or inconsistency between the Special Conditions and the General Conditions of Contract, the Special Conditions shall take precedence.

*******END*******