



SOUTH EAST CENTRAL RAILWAY

SPECIAL CONDITIONS OF CONTRACT & TENDER

- 1.0 Conditions governing the contract:
- 1.1 The special conditions of the contract contained herein shall be supplemented to General conditions of contract. In case of any contradiction between special condition and General conditions the provision of special conditions will prevail upon General conditions to the extent of contradiction.
- 1.2 The technical specification of contract as incorporated in this contract document and drawings mentioned/supplied with the tender will form the basis for execution of the work.
- 1.3 The Indian Railway Unified Schedule of Rates & Specification-2010 and General conditions of contract(**April-2022**) and Indian Railway unified standard specification(Works & Material)Vol-I (2010) and also conditions of tender for S&T works, all amended up to date and special conditions shall form part of this contract agreement and for all purposes be treated as if the same have been incorporated herein.
- 1.4 **All the work shall be carried out in accordance with the instructions given in :**
- Signal Engineering manual with latest correction slips.
Telecommunication Engineering manual with latest correction slips.
Schedule of dimensions.IRS/IS/RDSO Specification/ and drawings and instructions issued by RDSO/Lucknow and BSNL/ TEC New Delhi. S.E. Railway's Drawings and Railway's procedural order issued form time to time. Instructions given by the manufacturer. Instructions given by CSTE, S. E. C. Railway/BSP and/or appeared in safety bulletin 'SAMRAKSHA'.
Instruction of the authorised representative of Divisional Signal and Telecommunication Engineer(CON)/Deputy Chief Signal & Telecommunication Engineer (CON)/Raipur.
- 1.5 Railway's specification and drawings may be seen in the office of the Chief Signal & Telecommunication Engineer (Constructions)/S.E.C.Railway/Bilaspur or in the office of the Deputy Chief Signal & Telecommunication Engineer (Con)/Bilaspur. Copies of IRS drawing and specification according to which the works have to be executed are to be obtained by the tenderer direct from the Director General/RDSO(S&T Wing)/Lucknow-5 on payment.
- 1.6 **Use of Technical Terms and Conditions :**

Definitions, technical words and symbols used in circuits and other places shall be as per Indian Standard specifications, where they are not available, they should confirm to appropriate British Standard Specifications.

DISCREPANCY IN DRAWINGS AND OTHER DOCUMENTS:

- 1.7 The tenderer shall carry out at his expense any alteration of the works due to any discrepancy, error or omission in the drawings or other particulars. Any approval given by the Railway for this purpose shall in no way absolve the tenderer from any or all responsibility for the correct and safe functioning of the equipment. In this regard the sole responsibility rests with the tenderer in all respects. Any fittings as accessories, which may not be specifically mentioned in the tender or the agreement executed thereon, but which are usual and/or necessary as per the normal signal engineering practice are to be provided by the tenderer without extra charges so that the plant is completed in all respects for rendering useful services.
- 1.8 The Railway may require some alterations to be made on the work during the progress which may be necessary. But if the said alterations be such that either party to the contract considers alteration in prices justified, such alterations shall not be carried out, until amended prices submitted by the tenderer and accepted by the Railway and intimated in writing to the tenderer.

1.9 **FUTURE DEVELOPMENT:**

If during the period between the date of tender and signing of the contract, there have been any development resulting in improvement or advancement, technical or mechanical in regard to those equipments to be installed, in its designs or fabrication the tenderer shall make available to the Railway's all information bearing on the same. In the light of such information the Railways may modify the orders to take advantage of these developments on the basis of mutually agreed terms. The purchaser reserves the right for the alteration/modification/decision in respect of the work at any stage of the execution.

- 1.9.1 This should be clearly understood that it is entirely contractor's responsibility and liability to find procures all the machinery, tools and plants and methodical execution of the work. Delay in procurement of such items due to their non availability or import difficulties or any other cause whatsoever will not be taken as an excuse for slow and non-performance of the work.

1.10 **Inspection of Work and Measurement:**

After completion of the stages of work the tenderer should inform in writing about the completion of the work to the Railway Supervisor and request him for a joint inspection. The measurement of quantities for purpose of payment to the contractor will be undertaken as per clause No. 45(i) of GCC. However, wherever the word commissioning is included in the description of the items under various schedules, 90% payment shall be released after completion of the execution of work as per item pending commissioning. Balance 10% shall be released after commissioning of the item/ installation to the satisfaction of the Railway's Engineer.

INSPECTION OF WORK:

- 1.11 The Engineer or the Railway Supervisor may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials or workmanship or design in comparison to what is called for in this specification.
- 1.12 In the event of any work already executed and not in accordance with the specification as in this tender and/or determined by the Engineer of which the Tenderer have been apprised, the tenderer shall carry out alteration/replacement to such work to the satisfaction of the Engineer for which no additional expenses shall be borne by the Railway administration.
- 1.13 The tenderer shall carryout such tests at his own expenses as are necessary in the opinion of the Engineer to determine that the contract is being complied with satisfaction and that the contractor is not entitled to the payment in respect thereof.
- 1.14 All materials to be used by the tenderer on the work shall be of approved quality and shall be approved by the engineer in charge before being used in the work.
- 1.15 No extra charge shall be paid to the contractor towards carriage, loading, unloading and handling etc. of the materials supplied by the tenderer and he shall include all such charges in supply of materials.
- 1.16 If the completed work or any portion thereof before it is taken over or during the guarantee period (works includes equipment also) be found defective or otherwise failed to fulfill the requirement of specification or its purpose, the Railway shall give the contractor notice setting forth, particulars of such defects or failure and the contractor shall forthwith make good the defective work or alter the same to make it satisfactory to comply with said requirement free of cost. Should the contractor fail to do so within reasonable time (which time to be decided by the Engineer in charge) after the service of the said notice?
The Railway may reject and replace the whole or part of such defective work as the case may be at the cost of the tenderer. Such replacement shall be carried out by or at the instance of the Railway within a reasonable time and so far reasonably practicable under competitive conditions. The tenderers full liability under this clause shall be satisfied by the payment to the railway of the extra cost being the ascertained difference between the prices paid by the Railway under the above mentioned provision for such replacement and the contract price for the work so replaced plus the sum if any paid by the Railway to the tenderer in respect of such defective work.

- 1.17 If it becomes necessary for the tenderer to replace review any defective portion of the work under the clause above, the portion of the said clause, shall also apply to the portion of the work as replaced or renewed until expiry of three months from the date of such replacement or renewal or until the end of the guarantee period which ever is later. If any defects be not remedied within a reasonable time during the aforesaid period, the Railway proceed to do the work, at the tenderers risk and expenses but without prejudice to any other rights or remedies which the Railway may have against the tenderer in respect of such defect or faults.
- 1.18 In the event of such rejection as aforesaid, the Railway shall without prejudice to other rights and remedies, and in particular without prejudice to this rights under the clause just preceding, be entitled to the use of the rejected work in a reasonable and proper manner for a time reasonably sufficient and to enable him to obtain other replacement. During such period, if the rejected work is used commercially, the tenderer shall be entitled to a reasonable sum as payment for such use but the tenderer shall not be entitled to claim any damages in respect of such period.
- 1.19 Purchaser reserves the right to suspend the progress of work or any part there of by reason of weather conditions or by some default on the part of the contractor or necessary for proper execution and the safety of the work for such time or times and in such manner as may be considered necessary by the Engineer and the Tenderer shall during such suspension period protect and secure the work as is necessary in the opinion of the Engineer. The tenderer shall not be entitled to the extra cost (if any) incurred by him during the period of suspension order by the Engineer, owing to the reason other than aforementioned and when each such period of suspension exceeds 14 days the tenderer shall be entitled to such extension of time for completion of the work as the purchaser may consider proper.
- 1.20(i) Before taking any cabling work in the vicinity of existing cables, the existing cables must be identified with cable route tracer and the existing cable route is to be identified and marked with white powder to avoid its damage during excavation work. CSTE/SECR letter no. SECR/S&T/Drg/347 Date 14.05.2015.
- 120(ii) Even If during the progress of the works the cable or any other material of the Railway's are damaged, the cost of the repairs or replacement of such cables or accessories shall be recovered from the tenderer. Decision of the Chief Signal & Telecommunication Engineer (Con.)/S.E.C.Railway/Bilaspur, Dy.CSTE/Con/S.E.C.Railway/Raipur in regard to the cost to be recovered towards repairs or replacement of materials supplied by the Railway Administration shall be final and binding on the tenderer.
- MATERIALS:**
- 1.21 The percentage quoted by the tenderer above/below the rates incorporated for various items/works in schedules of the tender shall be inclusive of cost of supply of the items, to be procured by the contractor. The tendered rates shall also be inclusive of **GST or cess on GST or any other tax/cess** including loading, unloading lifting, stacking and re-handling of all materials including transportation to the work site.
- Even after the cables are laid and refilled and on Account payments are made to the contractor, the security of the (i) cables laid and other. (ii) Associated equipment solely lies with contractor and he has to replace the same at his own cost if any, theft or loss or damage occurs till the entire section is commissioned to the complete satisfaction of Railway and the same is handed over to the Railways.
- 1.22 **INSPECTION OF MATERIALS :**

The materials/equipments to be supplied by the tenderer shall be inspected by RDSO/RITES/Railway's authorized Representative before dispatch of the materials as specified. In general, Railway Signalling cables, relays and all types of safety equipment shall be inspected and approved by RDSO (Railway Board letter 74/RS(G)/379/2Pt Dt. 04.03.1991 and 18.06.1991).

The agency of Inspection in general is the same as that while procuring similar materials by South East Central Railway or as directed by **Dy.CSTE/Con** before supplying to the works. The cost of inspection done by RITES shall be borne by the tenderer and inspection done by Railway representative shall be born by the Railway. If required these materials/equipments may be subjected to the further inspection at site also as advised by the Railway Engineer, the cost of such inspection shall be borne by the tenderer. However, for the services rendered by RDSO for inspection of materials supplied by the contractor in works contract, inspection charges will be borne by Railway in accordance with RDSO's letter No. STS/INS/Policy dated 16/19.08.2002.

1.23 MISCELLANEOUS AND CONSUMABLE STORES:

- 1.23.1 For the execution of the work, the tenderer shall procure all items of materials inclusive of miscellaneous and consumable items of stores from approved lists of suppliers.

The rates quoted by tenderer shall be inclusive of cost of miscellaneous, consumables and fastening materials, and nothing extra will be paid for the above store broadly covering, sand, ballast, bricks, bituminous compound, "U" clamps, nuts and bolts of different sizes, solder soft, resin core, screws of different sizes, plastic sleeves and polythene sleeves, copper battery lugs and eye lets, ALCP solder, Eyre flux, insulating tapes, coloured twine balls, french polish, lead wool for packing and poles, name plates for cable tags, foundation bolts for signal and apparatus cases, PVC bunching tapes with button, charcoal, common salt, brass eyelets, Dowel make cat. No.7076, 7928, 71556, CU SO and KR 453, steel hose pipe, MS clamps, angles, aluminum angles and flats etc. required for executing the work.

- 1.23.2 All the materials mentioned in work "**Schedule A to Non SOR** " will be arranged by the contractor. All other materials other than appearing in Schedules and as per para 1.23.1 above will be supplied by the Railway, free of cost. The required quantity of materials for the work will be supplied by the Railway, to the tenderer. The tenderer shall collect the materials from the Railway's stores depot i.e. **SSE (Sig)/Con/BSP, SSE (Tele)/Con/BSP, SSE (Tele)/work/BSP** and carry the materials to the work spot. No extra cost on account of this over and above the rates quoted in the schedule of rates will be accepted.

- 1.24 The tenderer will have to give a clear receipt for the materials issued from Railway stores every time when issue is made on prescribed proforma.

- 1.25 The tenderer shall take out and keep in force policy/policies of insurance for an amount and period to be approved by the Railway in advance for all the Railway materials in his custody and the insurance cover shall be on any approved General Insurance Corporation/undertaking of the Government of India.

- 1.26 The contractor is required to furnish an Indemnity Bond as per the Performa for a sum of Rs. **1 crore** for the materials which will be handed over to him by Railway Administration for works.

- 1.27 The tenderer shall have to make his own arrangement to store the Railway materials in godown at his cost.

- 1.28 While storing Railway materials, the tenderer should guard against loss due to any cause whatsoever and proper care should be taken in handling materials. The Tenderer will be responsible for storing the materials as mentioned above at the site of work according to standard condition and specifications.

- 1.29 The Railway Administration shall have no liability for late supply of materials by the Railway Administration and the tenderer shall not be entitled to any compensation due to the late supply of the same. In the event of any appreciable delay in the supply of the materials by the Railways Administration, the completion date may be extended for the work directly affected, by the Engineer in charge of the work at his sole discretion and this shall be binding on the tenderer. The tenderer should however apply for extension of time required by him, bringing out clearly the nature of the delay and justifying the extension as asked for.

- 1.30 Only Tenderer having experience in similar works in Signalling & Telecom, need tender the works. Certificates regarding previous experience for execution of works of the same kind must accompany each tender.

1.31 ALTERATION AND DEVIATIONS:

Any alteration or deviations from the specifications, drawings, layout plans, to suit the site conditions or to meet the instructions or for any reason whatsoever shall be got approved by Dy.CSTE/Con.

- 1.32 All the tools, equipments and measuring instrument required for the work, shall be arranged by the Contractor.
- 1.33 Wherever any confusion or dispute arises, the decision of **Dy.CSTE/Con** or railway representative shall be final.
- 1.34 **TIME LIMIT:**
This work shall be completed in all respects within **12 (Twelve) Months** from the date of issue of the acceptance letter, 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 modification as may be directed) by the completion date entered in the contract, provided that if any modification have been ordered which, in the opinion of the Engineer have materially increased the magnitude of the works, then such 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 dates he may consider necessary as soon as a cause there of shall arise and such requests shall be made not less than one month before the expiry of the original date fixed for completion of the works.
- 1.35 **MAINTENANCE OF WORK:**
The contractor, at all times during the progress and continuance of the works and also for a period of maintenance for **12 (Twelve) Months** after the date of the passing of the certificate of completion by the Engineer or any other earlier date subsequent to the competition of the works that may be fixed by the Engineer substantial, sound and the perfect condition, for all and every part of the work, 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 in any way connected with the works, provided such damage or defect is not directly caused by errors in the contract documents, Act of providence or insurrection of civil riot, and the contractor shall be liable for, and shall pay and make good to the Railway or other persons legally entitled there to whenever required by the Engineer to do so, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or consequence of the operation of the contractor or if his failure in any respect.
- 1.36 The deployment of all plant and machinery including heavy earth moving machines should be such as not to infringe or cause damage to Railway track or any other Government or Private properties. Operation of such equipment involving infringements to moving dimensions prescribed in hand book of the Schedule of dimensions for the Railway, shall not be under taken without the prior approval of the District Engineer and for any loss or damage resulting from violation of this clause, the contractor/s shall be wholly responsible.
- 1.37 **Use of raw materials secured with Government assistance.**
When any raw materials for the execution of the work procured with the assistance of the Railway either by issue from Railway stocks or purchase under arrangements made or permits/license issued by the Government, the contractor shall hold the said materials as trustee for the Railway and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose them off without the permission of the Railway. He shall also return, if required by the **CSTE (Con)**, to such destination as may be directed, all or part of surplus or unserviceable materials that may be left with him after the completion of the Contract or on its termination for any reasons whatsoever. The freight charges for the return of the materials according to the directions shall be borne by the Contractor. The decision of the **CSTE (Con)** shall be final and conclusive.
- 1.38 In the event of any breach of the aforesaid conditions, the contractors shall, in addition to making himself liable for action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to account to the Railways for all moneys advantages, profits which in the usual course would have resulted to him by reasons of such breach.

- 1.39 In terms of provisions of Clause 26A to the GCC Contractor shall employ 1(one) qualified graduate engineer or one diploma engineer based on value of contract. Engineer must have adequate knowledge of railway signaling. Engineers are required to be deployed at site during execution of the allotted work, as advised by Engineer –in- charge.
- 1.40 Technical staff should be available at site whenever required by the Engineer-In-Charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs. 40,000/- (Rs. Forty thousand only) for each month in case of Graduate Engineer and Rs. 25,000/- (Rs. Twenty Five thousand only) for each month in case of Diploma Engineer. The decision of the Engineer-In-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor. (As per Executive Director/CE(G)/Railway Board letter no. 2012/CE-1/CT/0/20 dated 10.05.2013)
- 1.41 It would be clearly understood that it is entirely the contractor's responsibility and liability to find and procure all the machinery, tools and plants, and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or its import difficulties or any other cause whatsoever, will not be taken as an excuse for slow or non-performance of work.
- 1.42 The Railway may give on hire to the contractor such plants as compressors, pneumatic equipment, concrete mixer and light equipment, if available, but it will not entertain any claim for compensation due to Railway's failure to do so nor can Railway's inability to supply such plant be taken as an excuse for slow progress or for non-performance of the contract.
- 1.43 Hire charges and running expenses for such machinery and plant except where otherwise expressly stated in special conditions shall be borne by the contractor and the same shall be deducted from his dues on the basis given below:-
- 1.43.1 **Hire charges:** As per clause 33(2) in the Standard General conditions of contract (**April-2022**) and Standard specification (2001) volume - II of South Eastern Railway corrected upto date.
- 1.43.2 He hire charges per day shall mean a period of eight working hours or part thereof.
- 1.43.3 **Running expenses:** - Running expenses including fuel, lubricant and other stores, and labour if any, supplied by the Railway will also be paid for by the contractor at rates to be determined by the Railway. The Contractor should make his own arrangement for taking delivery of fuel, lubricant and other stores, transporting the same to the site of work and storing or use as per prescribed rules. In case of such supply of fuel, lubricant and other stores the actual cost plus 7% (for storing etc.) increased by 12% for supervision charges and for the labour supplied, the actual pay and allowances granted to the Railway servant with additional percentage charges laid down in para 258 of the Indian Railway Establishment code Volume-II plus 12% supervision charges shall be charged. Recoveries on this account will be, made from the contractor's running bills. It must be noted that no claims will lie with the Railway for its inability to supply fuel, lubricant and other stores aforesaid or for late supply.
- 1.43.4 **Statutory Certificate etc.** While the machine is in the possession of the hirer he shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The hirer is also responsible for seeing that all required precautions are observed in using the plant as well as, is responsible for any accident which may occur from the use of the plant.
- 1.43.5 **Access to plant at Hirer's premises:** The Railway shall be given reasonable access to the plant and such facilities as may be necessary to satisfy it self that the plant is being so used as to avoid any unnecessary wear or loss or under risk.
- 1.43.6 **Right to Recall:** The Railway shall reserve to itself the right to recall any plant with out assigning any reasons by giving one month's notice or at anytime without notice in the event of its being required by the Railway for an unforeseen emergency. In other case, the Railway shall not be liable to pay any compensation to the hirer for the loss that may be caused by the withdrawal of the plant.

- 1.44. In case the Railway arranges supply of water, the cost will be recovered at the rate of ` 2/- (Two only) per 4546 litres (1000 gallons) subject to the conditions stipulated in Clause -31(1), (2) & (3) of the General conditions of the contract and standard specifications (2001) volume-II. In the event of water being used from Railway well, either in use or abandoned, recovery at the rate of ` 2/- per 4546 litres (1000 gallons) will be made.
- 1.45. The contractor shall give a Programme of completion for all items of work included in this contract and get the same approved by the Engineer-in-charge of the works and adhere to the same, subject to overall stipulated date for completion of all works to be done under this contract.
- 1.46. No extra rates will be paid for cutting or up-rooting trees, grabbing roots of trees or jungle clearance involved in any works under this contract.
- 1.47. The guarantee Bonds against Earnest Money/Security deposit will not be accepted.
- 1.48. **Clause 55D of GCC: -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 must get themselves registered from the Registering Officer under section – 7 of the building and other construction workers Act, 1996 and rules made thereto by the concerned state Govt. and submit certificate of Registration issued from the Registering Officer of the concerned state govt. (Labour Dept). The Cess shall be deducted from contractor's bills as per provisions of the Act.
- 1.48.1: Clause 55-B to GCC : Provision of employee's 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 and Miscellaneous Provision Act, 1952, Wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules."
- 1.49. 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 of inconvenience suffered by the contractors on account of his failure to comply with this.
- 1.50. The cancellation of any documents such as power of attorney, partnership deed etc. shall forthwith be communicated by the Contractor to the Railway in writing failing which the Railway shall have no responsibility for any action on the strength of the document.
- 1.51. If the contractor's firm is dissolved due to death or retirement of any partner or any reasons what-so-ever before fully completing the whole work or any part of it, undertaken by the principal Agreement the partners shall retain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any, by the Railway due to such dissolution. The amount of such compensation shall be decided by the General Manager of the Railway and his decision in the matter shall be final and binding on the contractor(s).
- 1.52. All the works are to be carried out very close to the running Railway lines and electrical traction wires. The contractor shall make all arrangements and precautions to protect the Railway line and structure, Contractor's labour, public properties etc. and nothing will be paid on this account.
- 2.0 Following Conditions will also govern for civil Engineering portion of work:**
- 2.1. The payment for earth work will be based on quantity completed, from final cross-sectional area and deduction for shrinkage allowance for earth work done in embankment/filling will be made in accordance with the General conditions of contract – **April-2022**. No allowance for extra payment of quantity due to subsidence of natural ground what-so-ever will be admitted and the contractors while quoting the rates should take into account such eventualities as per site conditions.

- 2.2 Initial centre line chainage and levels will be set out by the Railway. There after the Contractor shall be responsible for the correctness of the setting out of the works irrespective of whether the same is done or checked by the Railway staff. Provision and maintenance of centre line and level pillars as maybe required for the work shall be deemed to have been covered by the rates quoted by the contractors.
- 2.2.1 During execution of work against this contract, the contractors will be responsible for antilarval work at his/their own cost.
- 2.3 The contractor should prepare standard concrete cubes from the working contract at suitable interval of time under the supervision of the Engineer-in-charge which will be got tested periodically by the Administration at the cost of contractors.
- 2.4 Assessment of quantities of rock requiring blasting shall be based on cross sectional measurements as elaborated in the South Eastern Railway. General conditions of contract **April-2022** and Standard specifications (2001) Volume –II.
- 2.5 In respect of Tender for supply of ballast, it shall be obligatory on the part of the Tenderers to submit samples of in 3 (three) Sealed glass jars and in bag. Regarding supply of the building materials, ballast wherever samples are asked for in the tender, it will be obligatory for the tenderers to supply them in suitable containers. Tenders unaccompanied by samples of materials as asked for will be liable for rejection.
- 2.6 The bricks would be got tested before their actual use and if so required at the contractor's cost and frequency as may be decided by the Engineer. If Railway decides to test bricks at Railways laboratory than necessary charges are to be paid in this regard.
- 2.7 Payment of final bills for materials supplied or for works done with materials collected from outside Railway shall be subject to submission by the contractors of a royalty clearance Certificate from Civil Authorities concerned.
- 2.8 **Supply of CEMENT AND STEEL by Contractors.**
Cement and mild Steel/Cold twisted bars shall be arranged by the contractors. The Cement shall be of OPC quantity (Grade-43 conforming to IS: 8112, M.S.Bars shall conform to IS: 432 Pt.I (Grade-I) cold twisted bars shall conform to IS: 1786.
The Contractors shall Arrange testing of Cement, Aggregate, Sand, Concrete Cubes, Water, Steel etc. under Directions of Railway representative. All the charges for testing of all materials that will be supplied and used by the contractor in the work including cement and steel shall be borne by the Contractors, steel shall be tested for tensile strength, elongation etc. Testing of these materials shall be done at approved laboratories/recognized laboratories. Testing shall be supervised by Railway representative also if decided by Engineer-in-charge.
The cost of Cement and steel include all charges such as transporting, loading, unloading, handling, re-handling, stacking, storing and testing and the same is included in the basic rates for the various items of schedule of work and no separate payment shall be made. The Contractor should take permission of Engineer of source from where supplies of cement and steel are received by him and shall maintain detailed record of receipt of cement and steel from different sources and shall keep the challan, Railway receipts, number of lorry etc. and shall enter the receipts, issue and store balance in a register as directed by the Engineer -in-charge and produce the same to the Engineer as and when demanded. Railway reserves the right to inspect contractor's Godowns and documents.
The contractors shall use these materials in the works as per Railways specification/approved drawings and shall not use fewer quantities than what is stipulated in the relevant specification/approved drawings.
No wastage on any of the materials supplied and used in the work by the contractor including Cement and steel is payable by the Railway. Contractor will make his own arrangements for storing Cement, Steel and other materials. Payment shall be made as per actual net consumption only.
The following codes and practices shall be followed with all the latest corrections.

1.	IS	456	-	1978	(Code of practice for plain and reinforced concrete).
2.	IS	875	-	1964	(Code of practice for Structural Safety of Buildings, Loading Standard).
3.	IS	1786	-	1966	(Specification for cold twisted steel bars for concrete reinforcement).
4.	IS	226	-	1975	(Specification for structural steel/standard quality).
5.	IS	8112	-	--	(Ordinary Portland cement (Grade-43)
6.	IS	383	-	--	(Coarse and fine aggregate).
7.	IS	875	-	1983	(Loading standard).
8.	IRS	--	-	--	(Bridge rules with A&C slip 1.19.
9.	IRS	--	-	--	Concrete Bridge code with A&C slips 1.20.
10.	Stand ard.	--	-	--	(Schedule of Dimension of Indian Railway Board Guage).

This is only a sample and by no means exhaustive. It is only for general guidance and any Indian Railway Standard code relevant to the subject shall be referred and followed as considered appropriate.

3. The tenderer must submit a BAR CHART along with the offer indicating the completion period of various component/ activities like construction of service building, it's electrification, cable laying, location hut erection, signal erection, cable termination, outdoor wiring, relay & relay rack fixing, indoor wiring, track circuiting works, point machine fixing, panel fixing and wiring, testing & commissioning etc. They should also ensure that supply of materials must be completed within **4(Four) months or as advised by Railway authority** from the date of issue of acceptance letter, so that progress of works does not hamper for want of materials. Any change in the programme for execution for any reasons, the **BAR-CHART** should also be revised and get approved accordingly by the competent authority.
4. Tenderer must fill up forms A to E to be supplied along with the tender document, indicating their technical competence & financial soundness very clearly and distinctly in support of their organizational details, experience credentials, financial strength, availability of resources etc. with supporting documents. No reference to the previous deposition of such credentials in any offer will be accepted.
5. The following documents should also be submitted along with the offer:
 - (a) List of personnel, Organization available on hand and proposed to be engaged for the subject work.
 - (b) List of plant & machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
 - (c) List of works completed in the last seven financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
 - (d) List of the works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

Note: - In case of items (c) and (d) above, supportive documents /certificates from the Organizations with whom they worked/ are working should be enclosed. Certificates from private individuals for whom such works are executed/ being executed will not be accepted.

6. The intending tenderer/s required to quote % above / below **over the total departmental tender value only**. The rates quoted should include all taxes & duties including **GST or cess on GST or any other tax/cess**.
7. A certificate can only be given for exemption of Octroi to the contractor stating that the supply will be for the Railway use beyond which no other liability will be borne by the Railway towards Octroi Charges.

8. The prices quoted by the tenderer and accepted by the Railway shall be firm and hold good till the completion of the works and no additional claims will be admissible on account of any price variation and fluctuation in market rates.
9. Conservancy Cess charges will not be recovered from the tenderer/ Contractor for this work.
10. **(i) Inspection of Vehicle:** - The contractor shall be responsible to provide One no. inspection vehicle (Scorpio, Bolero or equivalent) in good condition (model not more than 3-year-old) for the full contract period exclusively for the movement of Engineer or his authorized representative and bear all expenditures in this regard including running cost upto 3000 KMs per months on all working days. No separate payment shall be admissible on this account.
(ii) In addition to this the contractor has to provide one AC vehicle to facilitate inspection of SAG/HOD which may be scheduled monthly once or more frequently.
11. **Contractor has to arrange for his own stores at site with Security guard round the clock at site. The materials required for the execution has to be shifted and kept at site from the Railway store. The electronic materials have to be properly protected against theft, monsoon, and other natural vagaries.**
While storing Railway materials, the tenderer should guard against loss due to any cause whatsoever and proper care should be taken in handling materials. The tenderer shall take out and keep in force policy/policies of insurance against fire or any other natural calamities for an amount and period approved by the Railway in advance for all the Railway materials in his custody. The insurance cover shall be on any approved General Insurance Corporation/ undertaking of the government of India.
12. (a) **Dy.CSTE/Con/R**, in charge of the work shall be final authority for deciding the inspecting authority of all the materials, to be supplied against the contract agreement.
(b) In case of change of specification/description/drawing mentioned in the schedules, the materials with the latest/ modified specification/ description/drawing shall be accepted. If the materials with latest/modified specification/description/drawing are also not available in the market then said materials will be deemed to be dropped.
13. Reliable power supply required for installation, testing & commissioning of S&T installation shall be provided by Railway.
14. All the enclosed miniature SIPs are tentative and for mere estimation purposes. Work shall be finally executed as per the approved plan. Each phased approved plan will be treated as complete work.
15. In case of phasing of a works at the station, work would be completed as per approved phased plan during Non-Interlocking and it shall be treated as complete work of the station. Subsequent works with approved plans like phase-II, etc. (after phase-I approved plan) shall be treated as new work of that station and would be done as per new approved plan.
16. **Letter of Credit:**

It has been decided to inclusion of 'Letter of Credit' as mode of payment in works tenders or service tenders as per railway board letter no.- 2018/CE-I/CT/9 New Delhi, dated 04.06.2018.

17. Any payment to the tenderer/contractor including releasing of the EMD of un-successful tenderers will be done through electronic transfer for which the tenderer/ contractor must furnish following details:

Sl No	Items	Details to be furnished
(i)	Name of the Account Holder	
(ii)	Name of the Bank	
(iii)	Branch of Bank and full address	
(iv)	Account No as appearing on the Cheque Book	
(v)	RTGS/IFSC Code	
(vi)	Account Type (i.e. Current or Saving)	

18. SIGNING OF TENDER AND TENDERER'S ADDRESS:

- 18.1 Any individual or individuals signing the tender and the documents connected herewith should specify whether he / they is / are signing: -

- i) As sole proprietor of the concern or constituted attorney or
- ii) As a partner or partners of the firm or
- iii) As a Director, Manager or Secretary, in the case of a Limited Company.

- 18.2 In the case of a firm not being registered under the Indian Partnership Act, all the partners of the firm or the constituted Attorney duly authorised by all of them should sign the tender and all other connected documents. **A copy of the documents empowering the individuals to sign should also be sent with the tender. In any case, the tenderer should disclose his constitution fully and copies of all necessary legal documents in support thereof should be submitted with the tender, and original thereof should be produced as and when called for.**

19. EXECUTION OF CONTRACT AGREEMENT:

- 19.1 Any tenderer whose tender the Railway elects to accept, shall after having advised by the Railway through Acceptance Letter, be bound to execute an agreement based on the accepted rates and conditions in such form as the Railway may prescribe, and lodge the same with the Railway together with the conditions of the contract, specification and schedules referred to therein duly completed within the period as specified in the Letter of Acceptance.

- 19.2 Failure on the part of tenderer to execute the agreement within the time as stated herein or before will constitute breach of contract and the contractor's Earnest Money / Security Deposit shall be liable to forfeiture.

- 19.3** If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/ extended date of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours notices in terms of Railway Board's letter No. 99/CE-1/CT/28(PT) dtd 17.05.2004. it may be noted that for none fulfillment of the contract the railways reserve the right to claim the damages under clause 62 of GCC in addition to any other rights available to it under law.

20 CONTRACTOR'S RESPONSIBILITY FOR ALTERATION OF THE WORK:

The contractor shall be responsible for and shall pay for any alteration of the works due to any discrepancies, errors or omissions that may arise from drawings or particulars that have been approved by him, whether such drawings or particulars have been approved by the Railway or not. If any dimensioned figures up on a drawing differ from those obtained by scaling the drawing, the dimensioned figures are to be taken as correct. All dimensions, weights and measures shall be in metric units with British equivalents in brackets.

21 CONTRACTOR'S RESPONSIBILITY FOR PROPER EXECUTION OF THE WORK:

The contractor shall be solely responsible for the correctness of all works according to approved drawing/specification notwithstanding that he may have been assisted by the Railway in setting out the same.

22 CONTRACTOR'S ACCESS TO THE WORK SITE AND RAILWAY'S POWER TO REFUSE ADMISSION TO THE CONTRACTOR'S REPRESENTATIVE TO THE SITE OF WORK:

- 22.1 Access to possession of the site for the purpose of the contract shall be afforded to the contractor by the Railway at all reasonable times.
- 22.2 The Railway or its authorised representative shall have the right to refuse admission to the work site to any person employed by the contractor whom the Railway or its authorised representative may consider undesirable.

23 REMOVAL OF PERSONS APPOINTED BY CONTRACTORS ON GROUNDS OF MISCONDUCT, INCOMPETENCE OR NEGLIGENCE:

The Railway shall be at liberty to object to the presence of any representative or other person employed by the contractor in or about the works, on the ground of misconduct; the contractor on receipt of notice of such objection in writing from the Railway shall forthwith remove the person so objected to.

24. CONTRACTOR'S RESPONSIBILITY:

- 24.1 The contractor shall, during the progress of the work, remain answerable and liable for all accidents or injuries, which may arise from or be occasioned by the acts or omissions of the contractor or his representatives or agents or workmen. All losses or damages arising from such incidents or injuries as aforesaid, shall be made good in the most complete and substantial manner, at site by and at the cost of the contractor, in all respects, to the entire satisfaction of the Railway.
- 24.2 Until the official tests have taken place and the contract works have been finally accepted by the Railway, the contractor shall be solely responsible for all the contract works whether such be in use for train operation, or for the purposes of testing under construction, during tests, or in use of the Railway's service.
- 24.3 The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the works are executed in accordance with the requirement of the specification and contract.

25. INSURANCE:

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor for the Railway at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site or the contractor's office for the purpose of carrying out contract works on the site.

26. CONTRACTOR'S RESPONSIBILITY IN CASE OF INJURIES OR ACCIDENTS SUSTAINED BY HIS WORKMEN AND DAMAGE AND LOSS OF RAILWAY PROPERTY:

- 26.1 The contractor shall indemnify and keep the Railway at all time indemnified and protected against all claims and liabilities that may arise under Workmen's Compensation Act, the Factories Act and Payment of Wages Act and rules made there under from time to time or under any other labour or Industrial legislation made from time to time. The contractor shall pay his labourers not less than the wages paid for similar work in neighborhood or in the adjoining areas.
- 26.2 The contractor shall indemnify and protect the railway against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises by the acts or omission of the contractor, his agent or his staff during the execution of this contract irrespective of whether such liability arises under the workmen's compensation act 1923, or the Fatal Accidents Act or any other statute in force for the time being.

- 26.3 **SECR, Joint Procedure Order No.; SECR/S&T/Policy/889 Dated:05.07.2012,** The contractor shall take utmost care while carrying out the works including excavation so as not to cause any damage to the existing Railway underground and other cables. In case cable is damaged by the contractor due to fault of his personal, he is liable for a penalty of Rs. One Lakhs only for each case, for the loss caused to the Railway. His work is also liable to be stopped till such time take measures which are certified to be satisfactory by the executing supervisor.

27. **PAYMENT:**

- 27.1. Subject to any deduction which Railway may be entitled to make under the contract, the contractor shall (unless or otherwise agreed to by them) be entitled to payments as follows: -

- 27.2. The contractor shall be entitled to be paid from time to time by way of "on account" payments only for such works as in the opinion of the Railway's Engineer he has executed in terms of the contract. Such payments will be made on the basis of actual measurements taken by the Railway's representative not below the rank of inspector-in-charge. All payments due on the Engineer's or the Engineer's representative's certificate of actual measurement shall be subject to deduction as indicated.

- (A) (i) **90%** for the cost of materials duly inspected and certified (**with documents i.e. Manufacture/Firm's challan, Inspection certificate, Contractor's delivery challan, Warranty certificate & OEM test report.**) by the inspecting authority authorized by the Railway and supplied by the contractor shall be paid on delivery of the said materials in good conditions at stores godown of **SSE (SIG)/Con/BSP, SSE (Tele)/Con/BSP** and certification by the authorized Railway Representative i.e. **SSE (SIG)/Con/BSP, SSE (Tele)/Con/BSP.**

- (ii) **Balance 10%** of the cost of the materials to be paid on commissioning of the installation to the satisfaction of the Railway's Engineer."

- (B) For execution of work, **95% payment** to be made for the work executed on certificate issued by the field officer. **Balance 5%** will be released on satisfaction of Railway Engineer regarding performance and working.

Note: - Contractor will have to accept payments through banks involving Electronic Fund Transfer/ Remote payouts / demand drafts.

- 27.3. It may be noted that under the Finance Act 1972, a **2% of deduction** will be made from contractor's bills paid on or after 01.06.1972 when the contract value exceeds ` **5,000/-** & surcharge on Income Tax as levied by Ministry of Finance Govt. of India from time to time. Works contract tax as applicable if any will also be deducted at source from the bill.

28 **SUPPLY OF MATERIALS FROM RAILWAY'S STORES GODOWNS:**

- 28.1 The materials required for the work will be supplied by the Railway at **SSE (Sig.)/Con/BSP, SSE (Tele)/Con/BSP, SSE (Tele)/work/BSP** stores; the quantity required would be determined by the Railway according to the quantum of work to be done. The contractor shall be responsible for checking before taking delivery that all the materials are given to him in good condition. The receipt of materials shall be acknowledged by the contractor or his representative, mentioning details of materials and their quantities in prescribed proforma. The contractor shall make his own arrangements for transportation of these materials to the work spot and guarding thereof till the works are completed and provisional acceptance letter issued by the Railway.

- 28.2.1 The contractor shall be liable to render full account of all the materials issued to him by the Railway. If any quantity of Railway materials consumed excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, necessary recovery shall be made from him at the

prevalent market rate plus Railway freight, handling, loading, supervision and incidental charges at rates fixed by the Railway administration. To this will be added an increase of **100%**.

28.3 The contractor shall return all the released materials to **GSD store godown at Raipur**.

29. RESPONSIBILITY FOR COMMISSIONING:

Until the contract works have been provisionally accepted by the Railway, the contractor shall be entirely responsible for the works, whether under construction, during the tests or in use of the Railway's service in respect of preservation, guarding and maintenance. The contractor shall keep attendants constantly on the sites during the period until Railway's provisional acceptance.

30. TERMS OF GUARANTEE:

- 30.1 The contractor shall guarantee satisfactory operation of all installation under the contract for a period of 12 (Twelve) Months; beginning from the date the provisional acceptance certificate is issued by the Rly. This guarantee shall also cover rectification of defects that may arise in the works executed under the contract due to bad workmanship on the part of the contractor or otherwise. The defects pointed out by the Railway's Engineer in this regard will be final and binding and the contractor shall have to rectify the same at his/ their own cost.
- 30.2 The contractor, during the guarantee period, shall carry out in his own expense all Modifications, additions or substitutions that may be considered necessary, for the Satisfactory working of the equipments.
During the period of guarantee i.e. **12 (Twelve) Months from the date of issue of provisional acceptance by the Railway**, the contractor shall be liable for the replacement of any parts that may be found defective in the equipment whether such equipment be of his own manufacture or his Sub-Contractor's provided always that such defective parts as are not repairable at site are promptly return to the (Contractor's) works if so required by him at his (Contractor's) expense, the contractor shall bear the cost of minor repairs carried out by him or on his behalf by the Railway at site. Such defective parts should be replaced by new parts, which should correct the defects.
- 30.3 During the period of guarantee the contractor shall keep all materials, tools and other requisite equipment readily available and shall carry out at his own expense all modifications, additions or substitutions that may be considered necessary for the satisfactory working of the contracted work or equipment supplied by him. Final decision in respect of unsatisfactory working of the contracted work or equipment or faulty design or workmanship, etc., shall rest with the Chief Signal & Telecom. Engineer/ Con / S.E.C. Railway/Bilaspur or Dy. Chief Signal & Telecom. Engineer /Con/R.
- 30.4 No compensation towards any accident whatsoever will be paid by the Railway.
- 30.5 The contractor shall furnish a standing Bank Guarantee of ` **25,000/- (Twenty five thousand only)** for materials supplied by the Railway Administration direct to the Contractor for works from the time he commences taking delivery of the materials to the time the works are completed at site and the quantities finally reconciled.

31. STORAGE OF PETROLEUM:

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

32. **Clause-46A of GCC:-** Price Variation is not applicable for all works tender of S&T/Construction.



SOUTH EAST CENTRAL RAILWAY

FORM – ‘A’

STRUCTURE AND ORGANISATION (CATEGORY-1)

- 1 Name of applicant
- 2 Nationality of applicant
- 3 Office address

Telephone Number
Telex Number
FAX Number
- 4 Year and location of establishment
- 5 The applicant is
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A Limited Company
Or Corporation.
- 6 Attach the original chart showing the structure of the organization including the names of the directors and position of managers.
- 7 For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?
- 8 Number of years of experience.
 - a) As a prime contractor (contractor shouldering major responsibility)
 - b) As sub-contractor
(specify main contractor)

- 9 Whether you were ever required to suspend construction for a period of more than six months continuously after you started? If so give the name.
- 10 Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work)
- 11 In how many of your projects were penalties imposed for delays? (Please give details)
- 12 In which fields of Signal & Telecommunication construction works do you claim specialization and interest?
- 13 Give details of annual work record, in respect of S&T works.
- 14 Give details of your experience in mobilizing works costing more than 50 lakhs with modern technology.
- 15 Give details of your testing laboratory and facilities if any.
- 16 In how many of your works cases litigations/dispute/arbitration have arisen.



SOUTH EAST CENTRAL RAILWAY

FORM – 'B'

PERSONNEL (CATEGORY – II)

Give details of key technical and administrative personnel (who could be assigned the work) in the following Proforma:

A. Details of the Board of Directors:

1) Name of the Directors:

2) Address

**B. Key technical and administration/
management personnel and consultants.**

1) Individual's name

2) Qualification

3) Present position

4) Professional experience and details of
works carried.

5) Length of service with the tenderer.

**C. Skilled and other labour (indicate number
Category wise) :**

1) Skilled Labour

2) Other Labour



SOUTH EAST CENTRAL RAILWAY

FORM – 'C-1'

EXPERIENCE OF COMPLETED WORKS (CATEGORY – IV)

Give details of similar type of works viz.Completed during the period of last 5 years in the following proforma (Separate form for each work)

- 1 Name of work
- 2 Location
- 3 Client's name and address
- 4 Total tendered cost of work
(Agreement No. _____
Date _____)
- 5 Brief description of works including principal features and quantities of main items of the work.
- 6 Period of completion:
 - a) Originally _____ stipulated time limit.
 - b) Extended time limit, if any.
 - c) Actual time taken to complete the work.
 - d) Reasons for non-completion of work in stipulated time limit/extended time limit, if so.
- 7 Name of applicant's Engineer in charge of the work with educational qualifications.
- 8 Attach client's certificate not below the rank of Executive Engineer or equivalent.



SOUTH EAST CENTRAL RAILWAY

FORM – 'C-2'

EXPERIENCE OF ONGOING WORKS (CATEGORY – IV)

Give details of works "on going" and performance during last 5 years as on the date of submissions of tender document in the following proforma (Separate form for each work)

- 1 Name of work
- 2 Location
- 3 Client's name and address
- 4 Tendered cost of work
- 5 Name of applicant's Engineer in charge with educational qualifications.
- 6 Brief description of works including principal features and quantities of main items.
- 7 Details of work on hand:
 - i) Percentage of physical completion and amount billed for the work completed.
 - ii) Cost of work remaining to be executed.
 - iii) Stipulated date of completion.
 - iv) Anticipated date of completion.
- 8 Explain for non-completion of work within stipulated time limit, if so.
- 9 Attach client's certificate (not below the rank of Executive Engineer or equivalent).



SOUTH EAST CENTRAL RAILWAY

FORM 'D'

FINANCIAL CONDITION (CATEGORY-V)

Name of firm:

Name of partner/director

3. Capital

- a) Authorised
- b) Issued and paid up

4. a) Details of the work

Successfully completed and
Applicant's performance record.

b) Details of works on hand

and applicant's performance
record as on date of submission
of tender document.

**5. Furnish balance Sheet and
profit and loss statement with
auditor's reports and Income
tax assessment orders for last
six years. It should interalia
Include the following
Information.**

i) Working capital

ii) Foreign investment

**iii) Turnover for the year
(Furnish reference page
number to balance sheet
attached).**

Year

2020-2021

2021-2022

2022-2023

2023-2024

iv) Gross income in the year:

2019-2020

2020-2021

2021-2022

2022-2023

2023-2024

v) Details of cash flow for
three months at the peak
Construction period

6. What is the maximum annual turnover of the Project that you can handle? (Please give justification).

7. Have you ever been denied tendering facilities by any Government Department? (if yes, please give details)

8. List your sources of finance

9. Certificate of financial soundness by bank

10. Name and address of bank from whom reference can be obtained.

11. Have you ever been declared bankrupt? (If yes, please give details).

12. B.G. limits from nationalized banks.



SOUTH EAST CENTRAL RAILWAY

FORM 'E'

ADDITIONAL INFORMATION

- a) Please add any further :
information which the
tenderer considers relevant
in regard to his capabilities.
- b) Please give a brief note :
indicating why the tenderer
considers himself eligible
for the work.
- c) 1) Type of vehicle (Truck/Jeep/ :
Gypsy/Tata Sumo)
- 2) Owner's name :
- 3) Registration No. :
- 4) Year of manufacture :
- 5) State in which permitted to :
operate.

N.B.: Please attach photo copy of the registration documents.



SOUTH EAST CENTRAL RAILWAY

REVISED MODEL FORM OF BANK GUARANTEE BOND

1. In consideration of President of India (here in after called "the Government") having agreed to exempt _____ (herein after called the said contractor's) from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (herein after called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for _____ (Rupees _____ only) we, _____ (indicate name of the Bank, hereafter referred to as the Bank) at the request of _____ (contractor/s do hereby undertake to pay to the Government an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

1. We _____ do hereby undertake to pay the amounts due and Payable _____ (Indicate the name of the Bank) under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We, undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained (Indicate name of the Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/ Department Ministry of _____ certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the Government that the Government (Indicate the name of the Bank) shall have the fullest liability without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on the part of the Government or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

6. This guarantee will not be discharged due to the change in constitution of the Bank or the contractor(s) / supplier(s)

7. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____ 20 _____

For _____
(Indicate name of the Bank)



SOUTH EAST CENTRAL RAILWAY

PROFORMA FOR INDEMNITY BOND

To
The President of India
Through.
The Dy.Chief Signal & Telecommunication Engineer (Construction)
South East Central Railway,
Raipur.

Sub: **INDEMNITY BOND FORM.**

Whereas _____ (herein-after called the contractor(s) have entered into a contract with the President of India acting through the Chief Signal & Telecommunication Engineer (Construction) South East Central Railway, Bilaspur, (hereinafter called the Railway vide agreement no. _____) Whereas the Railway has agreed to issue to contractor as the provision of the contract the Signalling/ Telecommunication materials for use in the above work costing _____ (Rupees _____) only the contractor hereby undertakes to ensure safe custody of all Signalling / Telecommunications materials and to use them exclusively for the purpose for which they have been issued. The contractor further undertakes to fully account for all Signalling / Telecommunications materials at regular intervals as may be prescribed by the Railway as also when otherwise so demanded by the Railway and return all unused cables and other materials arising as per the provisions of the contract. The contractor further agrees that they will give all the facilities to the Railway for physical verification of the Signalling / Telecommunications materials whenever so directed by the Railway.

By this bond of indemnity, we, _____ undertake to keep the Railway indemnified against any loss or damage which they may suffer by default of the contractor in fulfillment of the above conditions.

Further, we, the contractor, are bound to the Railway or their successors and as signs in the sum of ` _____.

Signed and delivered by ourselves on this _____
_____ Day of _____ 20 _____

Place:

Date:

Signature: _____
Witness _____

END OF THE TENDER DOCUMENTS