

# Tender Document

उत्तर मध्य रेलवे

NORTH CENTRAL RAILWAY

Tender No.

**113**



उत्तर मध्य रेलवे

निविदा सं०

**113**

इंजीनियरिंग विभाग  
ENGINEERING DEPARTMENT  
(प्रयागराज मण्डल)

**PRAYAGRAJ DIVISION**

निविदा प्रपत्र

**TENDER FORM**

(E – Tendering Tender Notice No: **4820262027**)

(ई-टेंडरिंग निविदा सूचना सं. **4820262027**)

(Tender No. 113)

(निविदा संख्या 113)

**Name of Work**

: Supply, stacking and loading of machine crushed track ballast in to Railway's Wagons/Hoppers at Chaunrah (CNH) Ballast Depot in the section of ADEN/ETW under Sr.DEN/III/PRYJ.

**कार्य का नाम**

: वरि० मंडल इंजी०/तृतीय/उ०म०रे०/ प्रयागराज के अन्तर्गत सहायक मंडल इंजी०/इटावा के सैक्शन में चौराह (सी०एन०एच०) बैलास्ट डिपो में मशीन के द्वारा तोड़ी गई ट्रैक गिट्टी की आपूर्ति चट्टा लगाकर एवं रेलवे वैगनों/हापर्स तथा के.सी. वैगनों में लदान करने का कार्य ।

**Signature of Tenderer**

ठेकेदार के हस्ताक्षर

## REGULATIONS FOR TENDERS AND CONTRACTS

### ***I N D E X***

| SN | DESCRIPTIONS  |
|----|---|
| 1  | TENDER NOTICE (In Hindi & English languages)  |
| 2  | Declaration by Tenderer (s) regarding acceptance of various conditions to tender as attached hereto the tender  |
| 3  | <p><b>Instructions to Tenderer(s) along with important items:</b></p> <p>(a) ITEM No. 7 (Tenderer's Credentials)</p> <p>(b) ITEM No. 12 (Earnest Money &amp; Security Deposit)</p> <p>(c) ITEM No. 13 (Performance Guarantee)</p> <p><b>(d) FORMAT FOR COPY OF CERTIFICATE TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS</b></p> <p><b>(e) ANNEXURE–V(A)</b></p> <p><b>(f) Bid Security – Annexure–VI A of GCC–2022</b></p> <p><b>(g) Annexure–VI B of GCC–2022</b></p> |
| 4  | Additional Instructions to tenderer.  |
| 5  | Special conditions of Contract-I  |
| 6  | Special conditions of Contract-II   |
| 7  | Specification for Track Ballast   |
| 8  | Settlement of disputes – Indian Railway Arbitration Rule  |

**Signature of Tenderer**

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NORTH CENTRAL RAILWAY  
PRAYAGRAJ DIVISION

Tender Notice No. 4820262027  
Date: 29.06.2026

Office of Divisional Railway Manager  
North Central Railway, Prayagraj

Divisional Railway Manager (Engineering)/ North Central Railway/ Prayagraj, for and on behalf of the President of India, invites E-TENDERS by Two Packet System on prescribed form for the following work up to 13.30 hrs. on 22.07.2026. The details of the Tender is as under:-

| SN | Tender No. | Name of Work   | Approx Cost (Rs.) | Earnest Money (in Rs.) | Completion Period | Date of Opening of tender | Eligibility Criteria for similar work  |
|----|------------|--|-------------------|------------------------|-------------------|---------------------------|--|
| 1. | 113        | Supply, stacking and loading of machine crushed track ballast in to Railway's Wagons/Hoppers at Chaunrah (CNH) Ballast Depot in the section of ADEN/ETW under Sr.DEN/III/PRYJ. | 119217000.00      | 2384300.00             | 12 Months         | 22.07.2026                | Supply of machine crushed stone ballast/ machine crushed coarse stone aggregate. |

**Note :**

- (1) Tenderers have to submit following test report along with their tender document from any reputed Govt. organization / Institutions as per list given in the tender document (Para 3.1 of Specification for Track Ballast of Tender Document) otherwise their tender will not be considered and summarily rejected:
  - (i) Size Gradation Test
  - (ii) Abrasion Value Test
  - (iii) Impact Value Test
  - (iv) Water Absorption Test
- (2) E-Tender Forms shall be issued free of cost to all tenderers.
- (3) The complete information along with tender document of above E-Tenders are available on Website [www.ireps.gov.in](http://www.ireps.gov.in). up to 13:30 hrs. on the due date of tender opening i.e. 22.07.2026.
- (4) Bids other than in the form of E-Bids shall not be accepted against above tenders. For this purpose, vendors are required to get themselves registered with IREPS website along with Digital Signature Certificate issued by CCA under IT Act-2000.
- (5) Rates entered into Financial Rate page and duly signed digitally shall be considered. Rates and any other financial entity in any other form / letter head if attached by vendors shall be straightway ignored and shall not be considered.
- (6) The tenderers shall submit a document verification certificate as given in tender document as "Annexure" in standard format without which their tender may not be considered and shall be summarily rejected.
- (7) The supplier / contractor of goods and / or services would be subject to GST Act and Rules as applicable from time to time.
- (8) Document being attached should be signed by the tenderer on its body.
- (9) This tender notice has also been uploaded on [www.ncr.indianrailways.gov.in](http://www.ncr.indianrailways.gov.in).
- (10) Payment of Earnest Money Deposit (EMD) in respect of e-tendering shall be accepted through net banking or payment gateway only.
- (11) In case of any difficulty helpdesk available on the website of IREPS may be approached.
- (12) Tender on line can be submitted up to 13.30 hrs. of tender opening date i.e. 22.07.2026.
- (13) The tender offer shall be made online through Two Packet System i.e. (1) Technical Bid & (ii) Financial Bid.
- (14) **The tenderer has to submit necessary documents in compliance of clause 10 to 18 (Part-I) of IRGCC 2022 mandatorily, otherwise offer will be considered as Incomplete Offer and accordingly shall not be considered.**

Sr. Divisional Engineer / III  
N. C. Railway, Prayagraj  
For and on behalf of President of India

**Signature of Tenderer**

वेकेदार के हस्ताक्षर

उत्तर मध्य रेलवे  
प्रयागराज मंडल  
ई-टेंडरिंग निविदा सूचना

निविदा सूचना सं. 4820262027  
दिनांक : 29.06.2026

मण्डल रेल प्रबन्धक कार्यालय  
उत्तर मध्य रेलवे प्रयागराज

मण्डल रेल प्रबन्धक/इंजीनियरिंग/उत्तर मध्य रेलवे, प्रयागराज द्वारा भारत के राष्ट्रपति के लिये एवं उनकी ओर से निम्नलिखित निर्धारित कार्य के लिये ई-निविदाएं दो पैकेट प्रणाली के अन्तर्गत निर्धारित प्रपत्र पर दिनांक 22.07.2026 की तिथि को 13.30 बजे तक आमंत्रित की जाती है। कार्य का विवरण निम्न प्रकार है :-

| क्र. सं. | निविदा सं. | कार्य का विवरण   | अनुमानित मूल्य (रु.) | बयाने की रकम (रु.) | कार्य समापन की अवधि | निविदा खुलने की तिथि | समान कार्य के लिए पात्रता मानदण्ड                                      |
|----------|------------|--|----------------------|--------------------|---------------------|----------------------|--|
| 1        | 113        | वरिष्ठ मंडल इंजीनियरिंग/तृतीय/उम0र0/प्रयागराज के अन्तर्गत सहायक मंडल इंजीनियरिंग/इटावा के सेशन में चौराहा (सी0एन0एच0) बैलास्ट डिपो में मशीन के द्वारा तोड़ी गई ट्रैक गिट्टी की आपूर्ति चट्टा लगाकर एवं रेलवे वैगनों/हापरों तथा के.सी. वैगनों में लदान करने का कार्य। | 119217000.00         | 2384300.00         | 12 माह              | 22.07.2026           | सप्लाई ऑफ मशीन क्रस्ड स्टोन बैलास्ट/मशीन क्रस्ड कोर्स स्टोन एग्रेगैट्स |

**नोट:**

- निविदाकारों को अपने निविदा प्रपत्र के साथ निम्नलिखित टेस्ट रिपोर्ट देना होगा जो किसी मान्यताप्राप्त राजकीय प्रतिष्ठान/संस्थान, जिनकी सूची निविदा प्रपत्र (स्पेसिफिकेशन फार ट्रैक बैलास्ट के पैरा 3.1 में) में उल्लिखित है, के द्वारा निर्गत होना चाहिये, अन्यथा उनकी निविदा अविचारणीय होगी एवं निरस्त कर दी जायेगी :-  
(i) साइज ग्रेडेशन टेस्ट (ii) एग्रेसन वैल्यू टेस्ट  
(iii) इम्पैक्ट वैल्यू टेस्ट (iv) वाटर एबजॉर्प्शन टेस्ट
- ई-निविदा प्रपत्र सभी निविदादाताओं को निःशुल्क निर्गत किये जायेंगे।
- उपर्युक्त ई-निविदा का पूर्ण विवरण निविदा प्रपत्र सहित वेबसाइट [www.ireps.gov.in](http://www.ireps.gov.in) पर समय 13:30 बजे तक निविदा खुलने की निर्धारित तिथि 22.07.2026 तक उपलब्ध है।
- उपर्युक्त निविदा में ई-बिड के अलावा किसी अन्य रूप में बिड स्वीकार नहीं की जायेगी। इस प्रयोजन हेतु वेन्डरों को चाहिये कि वे अपने आपको I. T. Act-2000 के अन्तर्गत C.C.A. द्वारा जारी डिजिटल हस्ताक्षर प्रमाणपत्र के साथ IREPS की वेबसाइट पर पंजीकृत करावें।
- निविदा की दरें केवल डिजिटल हस्ताक्षरित फाइनेन्सियल रेट पेज पर ही विचारणीय हैं। दरें तथा अन्य वित्तीय प्रभार अन्य किसी भी फार्म / लेटरहेड पर यदि संलग्न हों तो उस पर विचार नहीं किया जायेगा तथा सीधी तौर पर अमान्य कर दिया जायेगा।
- निविदादाता अपनी निविदा के साथ निर्धारित प्रोफार्मा पर एक प्रमाण-पत्र, जैसा निविदा प्रपत्र में उल्लिखित है, "Annexure" प्रस्तुत करेंगे, जिसके अभाव में उनकी निविदा अविचारणीय होगी तथा निरस्त कर दी जायेगी।
- माल एवं/अथवा सेवाओं के सप्लायर/ठेकेदार समय-समय पर निर्धारित जी. एस. टी. एक्ट तथा नियमों के अन्तर्गत होंगे।
- संलग्न किये जाने वाले सभी प्रपत्र निविदाकर्ता द्वारा हस्ताक्षरित होने चाहिये।
- निविदा सूचना को उत्तर मध्य रेलवे की वेबसाइट [www.ncr.indianrailways.gov.in](http://www.ncr.indianrailways.gov.in) पर भी अपलोड कर दिया गया है।
- बयाने की राशि केवल नेट बैंकिंग अथवा गेटवे भुगतान के रूप में ही स्वीकार की जायेगी।
- किसी भी प्रकार की तकनीकी समस्या के समाधान के लिये IREPS की वेबसाइट की हेल्प लाइन से सम्पर्क किया जा सकता है।
- आनलाइन निविदा निविदा खुलने की तिथि 22.07.2026 को 13:30 बजे तक प्रस्तुत की जा सकती है।
- निविदा प्रस्ताव दो पैकेट प्रणाली के माध्यम से आनलाइन स्वीकार किया जायेगा 1- टेक्निकल बिड एवं 2- फाइनेन्सियल बिड।
- निविदादाता को जी.सी.सी. 2022 भाग-1 के पैरा 10 से 18 के अनुपालन में उल्लिखित आवश्यक दस्तावेजों को निविदा के साथ अनिवार्य रूप से संलग्न करना है अथवा उनकी निविदा अपूर्ण मानी जायेगी एवं तदनुसार अविचारणीय होगी।

वरिष्ठ मण्डल इंजीनियर/तृतीय  
उत्तर मध्य रेलवे, प्रयागराज  
भारत के राष्ट्रपति के लिये एवं उनकी ओर से

NORTH CENTRAL RAILWAY  
PRAYAGRAJ DIVISION  
TENDER FORM (FIRST SHEET)

**Tender No.:** 4820262027-113

**Name of Work:** Supply, stacking and loading of machine crushed track ballast in to Railway's Wagons/Hoppers at Chaunrah (CNH) Ballast Depot in the section of ADEN/ETW under Sr.DEN/III/PRYJ.

**To**

**The President of India**  
**Acting through the Chief Engineer,**  
**Divisional Railway Manager,**  
**Sr. Divisional Engineer /III**  
**North Central Railway, Prayagraj.**

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "**Bid Security**". I/We offer to do the work for North Central Railway, at the rates quoted in the attached Bill(s) of Quantities and hereby bind myself/ourselves to complete the work in all respects within **12 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **Rs. 23,84,300.00** has already been deposited online/submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid up to ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

\_\_\_\_\_  
Signature of Tenderer(s)  
Date \_\_\_\_\_  
Address of the Tenderer(s)

**Signature of Tenderer**

ठेकेदार के हस्ताक्षर

**NORTH CENTRAL RAILWAY**  
**PRAYAGRAJ DIVISION**  
**INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER**  
**TENDER FORM (SECOND SHEET)**

- 1.0 The Divisional Railway Manager (Engineering), North Central Railway, Prayagraj, for and on behalf of the President of India, invites **E-Tender** for the above work. The Tenderers must upload their offers through E-Tender not later than 13.30 hrs on date **22.07.2026** any tender delivered or sent otherwise will not be considered in any case. In case, the opening date happens to be holiday, the tenders will be opened on the next working day.
- 1.1 Please read carefully complete tender document including Instructions to tenderer, IRS Conditions of Contract, Special tender conditions, E-Tender guidelines etc. as available on the web site [www.ireps.gov.in](http://www.ireps.gov.in).
- 1.2 Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 1.1 above as well as items schedule & quantity of tender, consisting of techno-commercial offer form (including special conditions attached to E-Tender) and Financial offer form, unless specific deviation is quoted in the techno-commercial offer form
- 1.3 Tenderer should watch the website for the corrigendum/addendum to the NIT/tender document, if any that may be uploaded prior to tender opening (inclusive) as there will not be any separate communication for that.
- 1.4 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.
- 2.0 **SUBMISSION OF OFFERS:**
- 2.1 No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders, even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 2.2 The Tenderers must fill in the techno-commercial offer form, financial offer form on IREPS website and scanned copy of following documents as mentioned in tender document should be uploaded along with E-Tender–
- (i) Documents in support of satisfying Minimum Eligibility Criteria by tenderer.
  - (ii) Details of Machinery and Plants, Organization, Local Condition and Site Familiarity, Constitution of Firm, List of Works in Hand, List of Works Completed in Last Three Years.
  - (iii) Other document as is mentioned in tender conditions.
- 2.3 The E-Tender form is not transferable. E-tender along with above documents must be uploaded and signed by the authorized user of the firm using his Digital Signature Certificate.
- 2.4 **TENDER OPENING:**
- No tenderer shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website. Railway does not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and hence tenders can be opened after due date and time also. It will, however, be ensured that no bids are submitted after tender closing Date and Time. Tenderer cannot submit any offer or attach any file after the due date and time as stipulated under the tender notice.
- 3.0 **GENERAL:**
- 3.1 In addition to your offer in e-Tender, the following documents will form part of Contract and binding to the contractor:-
- (a) This document including Instruction to Tenderers & Conditions of Tender, Additional Instructions to Tenderers, Special conditions/Specifications if any
  - (b) General Conditions of Contract–2022

**Signature of Tenderer**

ठेकेदार के हस्ताक्षर

- (c) Standard Specifications for materials and works
  - (d) Bill of Quantities
  - (e) All general and detailed drawings, if applicable, pertaining to the work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
- 3.2 The expression General Conditions of Contract Regulations and Instructions for Tenderers and Standard Forms of Contract, Standard Specifications and Standard Schedule of Rates, which form the basis of contract, where ever occurring in these papers, shall be deemed to mean the following :
- (i) General Conditions of Contract–2022 (Works Contract) corrected up to the date of opening of this tender, mean provisions of IR GCC (Works Matters)–2022.
  - (ii) North Central Railway Engineering Department Works Hand Book, Part I & Part II, July 2015 as corrected up to date of opening of this tender including amendment to General Conditions of Contract (Works Contract) mean provisions of IR GCC (Works Matters)–2022.
  - (iii) North Central Railway Engineering Department Standard Specification for Materials and Works 2019 as corrected up to date of opening of this tender.
  - (iv) **NCR–HQ–IRUSSOR–2021 and CPWD–DSR–2021/2023** (Whichever is applicable) as corrected up to date of opening of this tender.
- 3.3 **Order of Precedence of Documents** : In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill 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 2021/2023** 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 Specification (Works and Material) 2021 (IRUSS) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
  - 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.
- 3.4 The “Special Conditions” and the clause of ‘Instruction to Tenderers’ shall govern the work done under this contract in addition to and/or in part supersession of the ‘General Conditions of Contract and the Standard Specifications, where there is conflict between Special Conditions contained in the Schedule of Items etc. of the one part and the Standard Specification, General Conditions of Contract, Regulations and Instruction to Tenderers on the other hand the former shall prevail. Any special condition(s) stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent that the same have been expressly accepted by the Railway.
- 3.5 **Drawings for the work:**
- The drawings for the work, if applicable, can be seen in the office of the Divisional Railway Manager (Engg.), Prayagraj and concerned **Assistant Divisional Engineer office** 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 drawings mentioned above, will be given by the Engineer or his representative from time to time. If any plan/ drawing is required, **Rs. 200/- per plan/ drawing** will be levied extra.

**Signature of Tenderer**

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The Railway Administration reserves the right to change or amend the drawing as and when necessary, at any stage of the work. No claim of any kind, whatsoever, will be entertained by the Railway in case the execution of any item of work is held up for want of approved design or late supply of such materials as are to be arranged by the Railway and such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages on this account. However, extension of the completion date as may be considered reasonable may be granted by the Railway administration.

The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.

### 3.6 Cares in Submission of Tenders:

- (a) The Tenderers are advised to study the tender papers carefully. The tenderer shall also inspect the site of the work and acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.
  - (b) 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 the works to the entire satisfaction of the Engineer.
    - (i) Tenderer 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.
    - (ii) 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.
    - (iii) 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.
- (Authority: Railway Board's Letter No. 2017 / CE-I / CT / 4 / GST dated 23-6-2017)
- (c) The submission of the tender shall be deemed to have been done after study and examination of the tender papers with full understanding of the implications thereof.
  - (d) 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.
  - (e) 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.

3.5 (b) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non- compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify, and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

- 3.6.1 For tenders having Eligibility Criteria the Tenderers shall submit a **Copy of Certificate** as given in tender document, 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 of IRGCC-2022**. In addition to **Annexure-V of IRGCC-2022**, in case of other than Company/Proprietary firm, Annexure-V (A) of IRGCC-2022 shall also be submitted by the each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/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.

### 3.7 QUOTING OF RATES ETC:

- 3.7.1 For works based on Schedule of Rates, the tenderer is to quote the overall percentage above/below/at par on the basis of rates contained in the North Central Railway Engineering Department, Indian Railway **NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/2023** corrected and notified up to date of opening of this tender and also against each Non Scheduled items, if any work is not based on Standard SOR. The rates should be quoted above/below/at par for **NCR-HQ-IRUSSOR-2021 and CPWD-DSR-2021/2023/ NS item** in the specified place mentioned in the e-tender.
- 3.7.2 The rates quoted by the Tenderers should be inclusive of all taxes, license fee, royalty, octroi etc. where leviable by State, Central Govt. and/or any other local authority. No claim for Octroi or any other taxes, etc. shall be entertained by the Railway at any later stage on any ground whatsoever. If any Tax/Royalty/Octroi is quoted extra, the same will neither be considered for evaluation of the tender nor will be paid.
- 3.7.3 The tenderer should quote their rates for all items of schedules at prescribed place in the e-tender form on IREPS website. Any revision of rate or rebate or discount at any other place of tender document or through a separate covering letter will not be accepted.
- 3.7.4 The tenderer(s) shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. In case of increase in rates by tenderer(s) during negotiation, rates originally quoted will be binding on the tenderer(s).
- 3.7.5 The Tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the work unless otherwise specifically mentioned in the tender/schedule of items/rates. They shall also cover the assembling and erecting of the work and making down of all sheltering of the formwork.
- 3.7.6 The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor. All works will be paid for on the basis of actual measurements taken at site.
- 3.7.7 The rate for any item of work not appearing in the Schedule of Item/Schedule of Rates, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work and cost involved and shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. A work, for which no rate has been provided for in the schedule of rate, should not be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these work and the contractor(s) shall have no claim for loss or damage on this account.
- 3.7.8 The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).
- 3.7.9 The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.

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- 3.7.10 The item numbers, description, units and rates given in the schedule of work order are based on the *Indian Railway Unified Standard Schedule of Rates* NCR–HQ–IRUSSOR–2021 and CPWD-DSR-2021 corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
- 3.7.11 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 & 17(A) and the contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- 3.7.12 Further, if rates of existing GST or cess on GST FOR Works Contracts 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.

### 3.8 COMPLETION PERIOD OF THE WORKS:

The works are required to be completed within period as specified in e-tender document i.e. **12 months** from the date of issue of acceptance letter. The completion period as given above will be the overall time for the completing of the work including handing over of site/Plans etc. All Tenderers shall be required to submit their tentative planning of work in MS Project in hard as well as soft copy, along with tender documents.

- 3.9 **MAINTENANCE PERIOD:** The contractor(s) shall maintain the work for a period of **NIL Months** from the date of issue of completion certificate by the Engineer-in-charge.

### 3.10 VALIDITY PERIOD OF TENDER OFFER:

The Tenderers shall keep the offer open for a minimum period of **90 days** from the date of opening of tender and being extended further if required by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his **"Bid Security"** deposit. The tenderer cannot withdraw his offer within the period of validity/extended validity.

Tenderer (s) to keep his / their offer valid for the period of 60 days for single packet and 90 days for two packet system. Offer include rate quoted and any discount / rebate etc. for early finalization of tender shall be considered valid for the full period of validity i.e. 60 days for single packet and 90 days for two packet system.

(Authority Railway Board letter No 2017/Trans/01/Policy dated 08.02.2018)

### 4.0 JOINT VENTURE (JV) IN WORKS TENDERS :

**Participation of Joint Venture (JV) in Works Tender:** This Clause shall be applicable for works tenders wherein tender documents provide for the same. At present Joint Venture firms shall be applicable to the work tenders of value more than **Rs. 10 Crore** (Rs. Ten Crore) only as per Rly Board letter No. 2002/CE-I/CT/37 JV Pt-VIII, New Delhi dt 14.12.12.

- 4.1 Separate identity/name shall be given to the Joint Venture.
- 4.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 4.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 4.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 4.5 **Bid Security** shall be submitted by JV or authorized person of JV either as :
- (a) Cash through e-payment gateway or as mentioned in tender document, or

- (b) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 4.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).
- 4.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full "Bid Security" shall be liable to be forfeited.
- 4.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 4.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under "The Companies Act, 2013" (***in case JV entity is to be registered as Company***) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (***in case JV entity is to be registered as Partnership Firm***) or under 'The LLP Act 2008' (***in case JV entity is to be registered as LLP***). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 4.11.1 Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 4.11.2 Duration of the Registered Entity: It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 4.11.3 Governing Laws: The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.12 Authorized Member: Joint Venture members in the JV MoU shall authorize Lead members on behalf of the Joint Venture to deal with the Contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 4.12 A: 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.
- 4.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the

said tender/contract.

**4.14 Documents to be enclosed by the JV along with the tender:**

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

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

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

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

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

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

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

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

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

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

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- (iii) A copy of Rules & Regulations of the Society (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- 4.14.6 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- 4.14.7 All other documents in terms of explanatory notes in clause 6.0 below
- 4.15 **Credentials & Qualifying Criteria:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
- 4.15.1 **Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):**
- (a) For Works without composite components:**
- The technical eligibility for the work as per Para 10.1 of IRGCC–2022 shall be satisfied by either the 'JV in its own name & style' or 'Lead member of JV'.
- Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per Para 10.1 of IRGCC–2022, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.
- (b) For works with composite components:**
- The technical eligibility for major component of work as per Para 10.1 of IRGCC–2022, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per Para 10.1 of IRGCC–2022, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.
- Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per Para 10.1 of IRGCC–2022, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.
- Note:**
- (a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- (b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*
- 4.15.2 **Financial Eligibility Criteria:**
- The JV shall satisfy the requirement of "Financial Eligibility" mentioned at Para 10.2 of IRGCC–2022. The "Financial Capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at Para 10.2 of IRGCC–2022.
- The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "Financial Capacity" to satisfy this requirement.
- Note:** Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.
- 4.15.3 **Bid Capacity:**
- The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at Para 10.3 of IRGCC–2022 & as amended from time to time. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.
- 5.1 **Mode of Payment:** The payment to the contractor/vender would be made through NEFT/ECS. The contractor has to submit the following information duly certified by the concerned branch of Bank.



1. Centre (City Code)
  2. IFSC Code (Bank Branch specific No.)
  3. Name of Bank
  4. Branch Code
  5. Beneficiary name
  6. Account No.
  7. Type of account.
  8. PAN No.
- 5.2 In case of supply of materials/ballast, Form 3-D will be issued to the party/parties who furnish his/her/their Sales Tax/GST Registration number and date under Sales Tax Act. The Railways shall make no refund on account of Sales Tax.
- 5.3 Railway Administration can draft Vehicles and equipments of Contractors in case of accidents/ natural calamities involving human lives.
- 5.4 **OMISSIONS AND 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 endeavour has been made to avoid any error which can materially affect the basis of the tender and the 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.
- 6.0 **Eligibility Criteria** (Applicable for works costing more than Rs.50 Lacs) :
- 6.1 **Technical Eligibility Criteria :**
- The Tenderer must satisfy the Minimum Eligibility Criteria as described below for adjudging the validity / consideration of his offer **(applicable for works costing more than Rs. 50 lacs).**
- Similar work is defined as “Supply of machine crushed stone ballast / machine crushed coarse stone aggregate”**
- (a) The tenderer must have successfully completed or substantially completed any 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) **Two similar works** each costing not less than the amount equal to **40% of advertised value** of the tender, **or**
  - (iii) **One similar work** each costing not less than the amount equal to **60% of advertised value** of the tender.
- (b) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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 :
- Three similar works each costing not less than the amount equal to **30%** of advertised value of each component of tender, or
- Two similar works each costing not less than the amount equal to **40%** of advertised value of each component of tender, or
- One similar work each costing not less than the amount equal to **60%** of advertised value of each component of tender.

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**Note for b (i):** Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

- (b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contractor jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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 fulfillment 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 6.1:**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.

- 6.2 Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; 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 VI B of IRGCC-2022 (enclosed)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheets **(Applicable for works costing more than Rs. 50 lacs).**

**NOTE: Balance Sheet for the fourth previous financial year as applicable for the present tender as per Annexure VI B of IRGCC 2022 shall be considered in evaluation of financial eligibility**

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**criteria only when it is clearly certified in Annexure VI B or a certificate duly signed by Chartered Accountant and the tenderer that the Balance Sheet of previous financial year as applicable for the present tender has not been audited/yet to be prepared.**

6.3 **Bid Capacity** : The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure–VI of IRGCC 2022 & *as amended from time to time*.

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

6.5 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.

**{Explanation for clause 6 including clause 6.1 to 6.5 – Eligibility Criteria:}**

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 6.1 Para 6 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. ***In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.***
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 Crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 Crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
  9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN No. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
  10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
  11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
  12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
  13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
  14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
  15. In case company A is merged with company B, then company B would get the credentials of company A also.
7. **Tenderer Credentials :**
- Documents testifying tenderer previous experience and financial status should be produced alongwith the tender.
- Tenderer(s) who is / are not borne on the approved list of the Contractors of North Central 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 of IRGCC-2022. In addition to Annexure-V of IRGCC-2022, in case of other than Company/Proprietary firm, Annexure-V (A) of IRGCC-2022 shall also be submitted by the each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. 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**

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**which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. Applicable for works costing more than Rs.50 Lacs.**

- (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 Deposit 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.
- 8. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 9. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the North Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).
- 10. **Documents to be Submitted Along with Tender:**  
The tenderer has to submit necessary documents in compliance of clause 10 to 18 of IRGCC April' 2022 mandatorily, otherwise offer will be considered as Incomplete Offer and accordingly shall not be considered.
  - (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 other documents in terms of explanatory notes in clause 10 of the Standard General Condition of Contract-2022.
    - (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 explanatory notes in clause 10 of the Standard General Condition of Contract-2022.
  - (c) **Partnership Firm:** The tenderer shall submit all documents as mentioned in Para 18 of IRGCC-2022.
  - (d) **Joint Venture (JV):** The tenderer shall submit all documents as mentioned in Clause 17 of the Standard General Condition of Contract-2022.
  - (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.

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- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in Clause 6 above.
- (f) **LLP (Limited Liability Partnership)** :If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender :
  - (i) A copy of LLP Agreement.
  - (ii) A copy of Certificate of Incorporation.
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
  - (iv) An undertaking 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 explanatory notes in clause 6 above.
- (g) **Registered Society & Registered Trust** : The tenderer shall submit :
  - (i) A copy of the Certificate of Registration.
  - (ii) A copy of Memorandum of Association of Society/Trust Deed.
  - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
  - (iv) A copy of Rules & Regulations of the Society.
  - (v) All other documents in terms of explanatory notes in clause 10 of the Standard General Condition of Contract-2022.
- (vi) 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.
- (vii) 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.
- (viii) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (ix) 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.

11. **The tenderer whether sole proprietor / a company or a partnership firm / 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.

## 12.0 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 all works     | 2% of the estimated cost of the work |

**Note :**

- (i) The tender must be accompanied by Bid Security deposited through e-payment gateway or as mentioned in the tender document, failing which the tender will not be considered except the exempted category as given in latest IRGCC.
  - (ii) The Bid Security shall be rounded off to the nearest Rs.100/-. This Bid Security shall be applicable for all modes of tendering.
  - (iii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above.
  - (iv) Labour Cooperative Societies shall submit only 50% of above Bid Security 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 resale 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 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 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.
- 12.2 The Bid Security shall be deposited 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-VI A of IRGCC-2022 and shall be valid for a period of 90 days beyond the bid validity period.

**12.2. (i) The tender must be accompanied by a Bid Security as mentioned above, failing which the tender shall be summarily rejected.**

12.3 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 **before closing date for submission of bids (i.e. excluding the last date 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.
- (v) 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

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address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- Viii If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- xi. As per Para 5(3) ii. Part I of IRGCC (ACS No. 5) "The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids)". Nominated officer for this tender is Sr. Divisional Engineer/III/Prayagraj Division.

**NOTE:** *If the Earnest Money/Bid Security deposited by the bidder is in shape of Bank Guarantee, it should be supported by proper stamp duty, rate prescribed as per section 13 & 24 of the UP Stamp Act, 2008 and amended from time to time at the time of submission of Bank Guarantee.*

- 12.4 The Tenderer(s) shall keep the offer open for a minimum period of **90 days** from the date of opening of the Tender. 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 to the Railway without prejudice to any other rights or remedies.
- 12.5 The Bid Security deposited by the successful tenderer with his tender will be retained by Railway as part of security deposit for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractors "on account" bills. Provided also that in case of defaulting contractor the railway may retain any amount due for payment to the contractor on the pending "on accounts bill" so that the amounts so retained may not exceed 10% of the total value of the contract. Unless otherwise specified in the special conditions, if any, the Security deposit/rate of recovery/ mode of recovery shall be as under:

|     |  |
|-----|--|
| (a) | Security deposit for each work shall be 05% of the contract value  |
| (b) | Rate of recovery shall be at the rate 6% of the bill amount till the full security deposit is recovered. |

- 12.6 The Bid Security deposited by successful tenderer(s) will be retained towards the Security Deposit for the due fulfillment of the contract but shall be forfeited for breach of any of the tender conditions of tender agreement of the contract or if the contractor fails to execute the agreement or start the work within a reasonable time (to be determinable by the Engineer In-Charge) after notification of acceptance of his/her/their tender.
- 12.7 **Security Deposit :** The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/ in cashed 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

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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.

- 12.8 The Bid Security will be returned to unsuccessful Tenderers within reasonable time but the Railway shall not be responsible for any loss or depreciation that may happens to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents. The Railway is not liable to pay any interest on the Bid Security for the period it is kept in the possession.

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

- (i) Final Payment of the Contract as per clause 51.(1) of IRGCC-2022 and
- (ii) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (iii) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50(1) of IRGCC-2022, in case applicable.

12.8.2 **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.

12.9 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 IRGCC-2022, of this clause will be payable with interest accrued thereon.

### 13.0 Performance Guarantee (P.G.):

The procedure for obtaining Performance Guarantee is outlined below:

- (a) ***The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and 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 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> 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% following forms, of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) of IRGCC-2022 (ACS No. 11) in any of the following forms:**

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII as per ACS No. 9 of IRGCC-2022 (Works matter) dated 09.01.2025;

**Note:**

**In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any**

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**form as given above, before expiry of existing Insurance Surety Bond.**

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
  - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and
  - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of IRGCC-2022.

**(h) If a tender is 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:**

| <b>Bid quoted in % of advertised cost</b> | <b>Additional Performance Guarantee (%)</b> |
|---|---|
| <b>Below 0 - 5% (inclusive)</b>           | <b>Nil</b>                                  |
| <b>Below 5%</b>                           | <b>5%</b>                                   |

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**13-A: Measurement:**

*(As per Railway Board's letter No.2017/CE-I/CT/9 dated 31.05.2023)*  
**For all contracts costing more than Rs.5 Crore, Contractor's e-MB is mandatory. Measurement recorded by the Contractor shall be Test Checked by Railway within 45 Days of submission of measurement. This is incorporating the provision of Para No.1316A of Engineering Code.**

**14. Price Variation Clause (PVC):**

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

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

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

**14.3 Validity :**

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

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
  - (b) Payment/recovery for overall market situation as per "Price Variation Clause" given hereunder.
- 14.4** Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
- 14.5** No price variation shall be admissible for fixed components.

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

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

| S<br>N | Classification |    | 1A, 2 & 3A | 4A | 5A | 6A | 7  | 8A | 9A | 1B, 3B, 4B, 5B,<br>6B 8B & 9B | 1C, 3C, 4C, 5C,<br>6C, 8C & 9C | 3D, 4D, 5D, 6D,<br>8D & 9D | 3E, 4E, 5E, 6E,<br>8E & 9E |
|--------|----------------|----|------------|----|----|----|----|----|----|-------------------------------|--------------------------------|----------------------------|----------------------------|
|        | Components     |    |            |    |    |    |    |    |    |                               |                                |                            |                            |
| 1      | Fixed          | *  | 15         | 15 | 15 | 15 | 15 | 15 | 15 | 15                            | 15                             | 15                         | 15                         |
| 2      | Labour         | Lc | 20         | 25 | 30 | 20 | 50 | 20 | 20 | 0                             | 0                              | 10                         | 25                         |
| 3      | Steel          | Sc | 0          | 0  | 0  | 0  | 0  | 0  | 0  | 85                            | 0                              | 50                         | 0                          |

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|-------|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 4     | Cement                   | Cc  | 0   | 0   | 15  | 0   | 0   | 0   | 0   | 0   | 85  | 0   | 0   |
| 5     | Plant Machinery & Spares | PMc | 30  | 15  | 5   | 20  | 15  | 20  | 30  | 0   | 0   | 10  | 30  |
| 6     | Fuel & Lubricants        | Fc  | 25  | 15  | 5   | 15  | 15  | 20  | 15  | 0   | 0   | 10  | 20  |
| 7     | Other materials          | Mc  | 10  | 15  | 30  | 30  | 5   | 25  | 20  | 0   | 0   | 5   | 10  |
| 8     | Detonators & Explosive   | Ec  | 0   | 15  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Total |                          |     | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 |

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

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

**1 : Earthwork in Formation :**

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

**2 : Ballast Supply Works :**

**3: Tunneling Works (Without Explosives) :**

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

3B Item(s) for supply of Steel

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

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

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

**4 : Tunneling Works (With explosives):**

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

4B Item(s) for supply of Steel

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

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

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

**5 : Building Works :**

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

**6 : Bridges & Protection work :**

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

**7 : Permanent Way linking.**

**8 : Platform, Passenger Amenities:**

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

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

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

**14.7 Formulae :**

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

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

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

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

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

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

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

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

**(II) For Railway Electrification Works :**

- (viii)  $T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$   
 (ix)  $R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$   
 (x)  $N = [(P_T - P_O) / P_O] \times 85$   
 (xi)  $I = [(I_T - I_O) / I_O] \times 85$   
 (xii)  $G = [(M_Q - M_B) / M_B] \times 85$   
 (xiii)  $Er = [(L_Q - L_B) / L_B] \times 85$

Where,

- L Amount of price variation in Labour  
 M Amount of price variation in Materials  
 F Amount of price variation in Fuel  
 E Amount of price variation in Explosives

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| P                | Amount of price variation in Plant, Machinery and Spares  |
| S                | Amount of price variation in Steel Supply Item  |
| C                | Amount of price variation in Cement Supply Item   |
| T                | Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items) Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)   |
| N                | Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)  |
| I                | Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)  |
| G                | Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)  |
| Er               | Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)   |
| L <sub>c</sub>   | % of Labour Component in the item(s)  |
| M <sub>c</sub>   | % of Material Component in the item(s)  |
| F <sub>c</sub>   | % of Fuel Component in the item(s)  |
| E <sub>c</sub>   | % of Explosive Component in the item(s)   |
| PM <sub>c</sub>  | % of Plant, Machinery and Spares Component in the item(s)   |
| S <sub>c</sub>   | % of Steel Supply item Component in the item(s)   |
| C <sub>c</sub>   | % of Cement Supply item Component in the item(s)  |
| W                | Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W <sub>s</sub> or/and W <sub>c</sub> or/and W <sub>SF</sub> or/and W <sub>F</sub> or/and W <sub>SFL</sub> or/and W <sub>FL</sub> and cost of materials supplied by Railway either free or at fixed rate,                                       |
| W <sub>s</sub>   | Gross value of work done by Contractor for item(s) of supply of steel.  |
| W <sub>c</sub>   | Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.  |
| W <sub>SF</sub>  | Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.   |
| W <sub>F</sub>   | Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.  |
| W <sub>SFL</sub> | Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.   |
| W <sub>FL</sub>  | Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.   |
| L <sub>B</sub>   | Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period   |
| L <sub>Q</sub>   | Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration  |
| M <sub>B</sub>   | Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period  |
| M <sub>Q</sub>   | Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration   |
| F <sub>B</sub>   | The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period  |
| F <sub>Q</sub>   | The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration  |
| E <sub>B</sub>   | Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period. |

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- E<sub>Q</sub>** Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PM<sub>B</sub>** Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PM<sub>Q</sub>** Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
- S<sub>B</sub>** The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S<sub>Q</sub>** The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C<sub>B</sub>** Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C<sub>Q</sub>** No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R<sub>T</sub>** IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- R<sub>O</sub>** IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
- P<sub>T</sub>** IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P<sub>O</sub>** IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z<sub>T</sub>** IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z<sub>O</sub>** IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I<sub>T</sub>** RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
- I<sub>O</sub>** RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender
- 14.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned in Clause 46A.7 of IRGCC–2022. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.
- 14.9.1 Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

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

- 14.9.2 Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (S<sub>Q</sub> /S<sub>B</sub>) in different Zonal Railways shall be as under :

| <b>SL</b> | <b>City</b> | <b>Railway</b>   |
|-----------|-------------|--|
| 1.        | Delhi       | Northern , North Central, North Eastern, North Western                           |
| 2.        | Kolkata     | Eastern, East Central, East Coast, Northeast Frontier, South Eastern, South east |

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|    |         | Central                                 |
| 3. | Mumbai  | Central, Western, West Central          |
| 4. | Chennai | Southern, South Central & South Western |

#### 14.10 Price Variation during Extended Period of Contract :

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

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

#### 15.0 VARIATIONS IN EXTENT OF CONTRACT :

15.1 **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.

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

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

(d) **Variation to quantities of Minor Value Item :**

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

- (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender;
- (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

**15.4 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 therefore shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause 39 of IRGCC-2022 of these Conditions.

#### **16.0 Rights of the Railway to deal with tender:**

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.4.1 **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.
- 16.4.2 **Pre Bid Conference:** Intenders 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.
- 16.4.3 **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.

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16.4.4 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.

16.4.5 **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification 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.

#### 17.0 Execution of the Contract Documents:

17.1 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.

17.2 In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default

#### 18.0 Participation of Partnership Firms in works tenders:

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

18.2 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.

18.3 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.

18.4 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.

- 18.5 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.
- 18.6 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.
- 18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- 18.8 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.
- 18.9 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.
- 18.10 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.
- 18.11 ***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 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 determination under Clause 62 of the Standard General Conditions of Contract.
- iv All other documents in terms of explanatory notes in clause 6 above.
- 18.12 **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 Clause 6 above.

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## 19.0 Employment/Partnership, etc. of Retired Railway Employees:

(a) Should a tenderer:-

- (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering 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/member 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 prior to 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 19 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.**

## **LABOUR**

20.0 Wages to labour and action in case of default of contractor to payment of wages:

20.1 **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 there under 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.

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- 20.2 **Apprentices Act :** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under 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.

- 20.3 **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under 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.

21.0 **Provisions of Contract Labour (Regulation and Abolition) Act, 1970 :**

- 21.1.1 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.
- 21.1.2 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.
- 21.1.3 The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- 21.1.4 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.
- 21.1.5 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 subcontractor 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.

- 21.2 **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

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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.

21.3.1 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 :

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

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

21.4 **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.

22.0 **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.

23.0 **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.

23.1 **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 there under 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 there under,

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by or on behalf of any persons employed by him or otherwise.

- 24.0 **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.
- 25.1 **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.
- 25.2 **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.
- 25.3 **Preservation of Peace** : The Contractor shall take requisite precautions and use his best endeavours to :
- 25.3.1 Prevent any riotous or unlawful behavior 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
- 25.3.2 Security of property in the neighborhood 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.
- 25.4 **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.
- 25.5 **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.
- 25.6 **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.
- 25.7 **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.
- 25.8 **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.
- 25.9 **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,

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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.

- 26.1 **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.
- 26.2 **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.
- 26.3 **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.
- 26.4 **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 of 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.

**Note:** *All Provisions pertaining to labours engaged on contract works shall be applicable as per clause no 54 to 60 of General Condition of Contract (Works Matter)-2022& as amended from time to time.*

- 27.0 **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.
- 27.1 **(A) Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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- (i) **Extension due to Modification :** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor :** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways :** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, 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) of IRGCC-2022, 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.

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

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

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of IRGCC-2022 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 of IRGCC-2022, further request(s) for extension of time under clause 17A of IRGCC-2022 can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A of IRGCC-2022 shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B of IRGCC-2022 shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B of IRGCC-2022.

- 27.3 **(C) Bonus for Early Completion of Work :** In case of 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.

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

1. The Contractor shall also employ qualified Graduate Engineer or equivalent, or qualified Diploma Engineer, as prescribed in tender document.
2. In case the Contractor fails to employ the Engineer, as aforesaid in Para-1, he shall be liable to pay liquidated damages at the rates, as prescribed in tender document.
3. No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

**NOTE :** In terms of provisions of clause 26A.1 of the General Conditions of Contract (IRGCC) (Works Matter) & as amended from time to time, contractor shall also employ following Qualified Engineers during execution of the allotted work : (Rly. Bd's letter No. 2012/CE-I/0/20 dt. 10.05.2013)

- (i) One qualified graduate engineer when the cost of the work to be executed is Rs.200 Lakh and above.
- (ii) One qualified Diploma holder when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs.200 Lakhs.

Further, In case the contractor fails to employ the qualified engineer, as aforesaid in above Para, in terms of provisions of Clause 26A.2 of the General Condition of Contract (Works Matter), shall be liable to pay an amount of Rs. 40,000 and Rs. 25000 for each month or part thereof for the default period for the provisions, as contained in Para (i) & (ii) above respectively.

29. Provision for deployment of Qualified Engineers (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer.

30. **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.

**Signature of Tenderer**

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### 31.1 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.

**31.2 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.

**31.3 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 of IRGCC–2022.

**32. Approval only by Maintenance Certificate :** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50, of the IRGCC–2022, 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.

### 33.1 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.

### 33.2 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.

### 33.3 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.

**For DRM (Engg) / NCR /  
PRYJ**

**I agree to abide by the terms and conditions mentioned at above (Clause 1 to 33) as well as General Conditions of Contract 2022 & North Central Railway (Works Hand Book Part-I & Part –II) up to printed / advance correction slips and Standard Specification of North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender.**

**Signature of Tenderer**

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

I..... (Name and designation) \*\*appointed  
as the attorney/ authorized  
signatory of the tenderer (including its constituents),

M/s..... (herein after called the tenderer) for the purpose of  
the Tender documents for the work of..... as per the tender No. .... of .....  
..... (Railway)\*\*, do hereby solemnly affirm and state on the behalf of the  
tenderer including its constituents as under:

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

Place:  
Dated

**SEAL AND SIGNATURE  
OF THE TENDERER**

**The Contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

**ANNEXURE-V (A)**

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

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

1. I/We certify that ..... (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. Of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

**(Bid Security)****Bank Guarantee Bond from any scheduled commercial Bank of India**

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

**Name of the Bank: -----**

President of India, Acting through

**Sr.DEN/III, North Central Railway, Prayagraj****Beneficiary: Sr.DFM, North Central Railway, Prayagraj**

Date:.....

**Bank Guarantee Bond No.:****Date:-----**

In consideration of the President of India acting through **Sr.DEN/III, North Central Railway, Prayagraj** (Designation & address of Contract Signing Authority), **North Central Railway, Prayagraj** (hereinafter called "The Railway") having invited the bid for

**Name Of Work-----**

through **Notice inviting tender (NIT) No. -----**, We have been informed that . . . . **[Insert name of the Bidder]..... (hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid. AND WHEREAS, .....**[Insert Name of the Bank]**, with its Branch .....**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the Bank, acting through .....**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

**Signature of Tenderer**

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

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

|             |                                     |
|-------------|-------------------------------------|
| IFSC CODE   | SBIN000RAIL                         |
| IFSC TYPE   | BRANCH                              |
| BANK NAME   | STATE BANK OF INDIA                 |
| BRANCH NAME | RAIL                                |
| CITY NAME   | NAVI MUMBAI                         |
| ADDRESS     | SECTOR-11, CBD BELAPUR, NAVI MUMBAI |
| DISTRICT    | NAVI MUMBAI                         |
| STATE       | MAHARASHTRA                         |
| BG ENABLED  | YES                                 |

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

Date.....

.....

Place.....

Bank's Seal and authorized signature(s)

*[Name in Block letters]*.....

*[Designation with Code*

*No.]*.....

*[P/Attorney]No.*

**Witness:**

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]No.*

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

**Signature of Tenderer**

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**Annexure –VIB of IRGCC–2022**

Reference Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of IRGCC-2022,

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

| Annual Contractual Turnover Data for the Previous 3/4 Years<br>(Contractual Payment only) |                    |                  |                                      |
|---|--------------------|------------------|--------------------------------------|
| Year  | Amount<br>Currency | Exchange<br>Rate | Indian National Rupees<br>Equivalent |
|   |                    |                  |                                      |
|   |                    |                  |                                      |
|   |                    |                  |                                      |
|   |                    |                  |                                      |
| Average Annual Contractual Turnover for last 3 years                                      |                    |                  |                                      |

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

**SEAL AND SIGNATURE OF  
THE BIDDER**

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

**(Signature of Chartered**

**Accountant) Name of CA:**

\_\_\_\_\_

**Registration No**\_\_

\_\_\_\_\_

(Seal)

**Signature of Tenderer**

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**RAILWAY**

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity =  $[A \times N \times 2] - 0.33 \times N \times B$

Where-

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender.

Note:

- (a) The Tenderer(s) shall furnish the details of -
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

**The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.**

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started up to the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

**The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.**

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**Signature of Tenderer**

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**Proforma for calculating Existing commitments and balance amount of ongoing works  
with tenderer for all works in progress and also the works which are awarded to  
tenderer but yet not started up to the date of inviting of tender**

| SN           | NAME OF<br>WORK/CONTRACT | CA<br>NO./LOA<br>NO. &<br>DATE | NAME &<br>ADDRESS<br>OF<br>EMPLOYER | TOTAL<br>COST<br>OF<br>WORK | DATE<br>OF<br>AWARD<br>OF<br>WORK | COMPLETION<br>PERIOD<br>(IN YEARS) | DATE OF<br>INVITING<br>OF<br>TENDER<br>ON IREPS | VALUE OF<br>BALANCE<br>WORK AS<br>ON DATE<br>OF<br>INVITING<br>OF TENDER<br>ON IREPS<br>(IN RS.) |
|--------------|--------------------------|--------------------------------|-------------------------------------|-----------------------------|-----------------------------------|------------------------------------|---|--|
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
|              |                          |                                |                                     |                             |                                   |                                    |   |  |
| <b>TOTAL</b> |                          |                                |                                     |                             |                                   |                                    |   | <b>Rs.</b>   |

Seal & Sign of  
Chartered Accountant  
M. No.  
Date & UDIN

**Signature of Tenderer**  
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### ADDITIONAL INSTRUCTIONS TO TENDERERS

1. These special conditions and the clauses of Instructions to tenderers and the stipulation made in the "Standard Schedule of Rate" shall govern the work done under this contract in addition to and/or in part supersession of the 'General conditions of Contract, Regulations and Instructions for Tenderers and Standard form of Contract-2022. Where there is any conflict between Instructions of schedule of items on the one hand and General Conditions of Contract Regulations and Instructions for Tenderers and Standard Specifications' 2021 on the other the former shall prevail.

Any special condition/conditions stated by the tenderer(s) in the covering letter submitted along with the tender shall also be deemed to be part of the contract only to the extent which, have been expressly accepted by the Railway.
2. The contractors shall be responsible for the arrangements to obtain supply of water necessary for the works at their own expenses. In case where the water is supplied by the Railway, recoveries will be regulated as under:-

**WATER SUPPLY FROM THE RAILWAY SYSTEM:** At the request of the contractor(s) the Railway may supply part the whole of the quantity of water required by the contractor(s) for the execution of works from the Railway's existing water supply at or near the site of work as may be convenient to the Railway in the following terms and conditions.

**(a) FROM PIPED WATER SUPPLY:** If water is supplied from the existing piped water supply system, a charge on this account will be made at the rate of **1%** on the amount of bills pertaining to the items on which water has been used. If pipe line/lines in addition to those already existing are asked for by the contractor(s), the cost of the same and all charges incurred in laying including supervision and departmental charges leviable under the extent rules for deposit works will also be payable by the contractor(s) or alternatively the contractor(s) may provide and lay his/their own pipe line(s) after obtaining written permission from the Engineer, who may at his/her discretion decline to grant such a permission.

**(b) WATER SUPPLY FROM RAILWAY WELLS AND/OR RAILWAY HAND PUMPS:** Where there is no piped water supply arrangement with the railway, it may at the request of the contractor allow the use of Railway hand pumps and/or wells constructed by the Railway free of charge, provided the contractor shall not be entitled to any compensation for stoppage of work and his having to make other alternative arrangement in case the Engineer concerned finds it necessary in the interest of the Railway to cancel the permission so granted to the contractor.

**(c)** The Railway administration shall not guarantee adequate or regular supply of water from its water supply system i.e. either from piped water supply or from hand pumps and/or open wells. The Railway shall also reserve the right to refuse permission to the use of water from its water supply system and/or call upon the contractor to stop making use of Railway water at any time by giving **3 days** notice to the contractor if it is considered necessary in the interest of the Railway by the Engineer or his/her representative, in which case the contractor(s) will have to make his arrangement for sufficient water for proper execution of work. The contractor shall not be entitled to any compensation for interruptions or failure or inadequacy of water supply and also in the event of withdrawal of permission for use of water from Railway sources.

**(d)** Arrangement in Sub – Para (b) of Para 2 shall not ordinarily be permitted except when permission to make use of Railway piped water supply system is refused by the Railway.
3. The contractor must make his own arrangement for the supply of good drinking water to the workmen employed under him in connection with this work.
4. The material(s) to be supplied by the contractor should conform to the standard specification as per Indian Railway Engineering Department Hand Book of Standard Specification for Materials and Works 2019. Before the materials are used in work(s) they should be passed by the Engineer-in-charge at the sites of delivery and his/her decision would be conclusive and binding on the contractor should any materials be found not according to the Standard Specifications. The contractor shall immediately remove such materials from the Railway premises at his own cost. In the event of the contractor failing to do so the Engineer may ensure it to be removed and all costs of such removal shall be payable on demand by the contractor to the Railway.
5. No Railway pass or concessional travel facilities will be given to the contractor or his agents and labourers for execution of the work (s) nor any concession will be allowed for transport or materials by the Railway required for execution of work(s).
6. *The tenderer's rate(s) shall cover the total cost of the work including the supply of materials, labour, machinery, pumps and all other tools and plant etc necessary for the satisfactory completion of the*

**Signature of Tenderer**

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*work. They shall also cover the assembling and erection of the work and making down of all sheltering of the formwork.*

7. The rate(s) tendered and accepted by the Railway shall form the basis of payment for the work done by the contractor.
8. The rate for any item of work not appearing in the schedule of rate, which the contractor may be called upon to do, shall be fixed by the appropriate officer of the North Central Railway depending upon the nature of the work involved. Any work, for which no rate has been provided for in the schedule of rate, should **NOT** be executed before a rate has been fixed for the same in writing by the Railway Administration and agreed to by the contractor.
9. The rate(s) tendered for in the schedule of items and accepted by the Railway together with the modifications and special conditions shall be used on which contract agreement shall be executed. If any work(s) is/are executed by the contractor(s) without proper agreement the same shall be at his sole and absolute risk and responsibility and the Railway may be at liberty to refuse to accept any liability for such work(s).
10. The rate(s) quoted by the contractor(s) should take into account the difficulties/ detentions likely to be encountered in course of execution of work and nothing extra on these accounts should be paid for.
11. In case of doubt as regard to any particulars instructions or ambiguities in the plans, the decision of the Sr. Divisional Engineer shall be final and binding on the contractor(s).
12. The item numbers, description, units and rates given in the schedule of work order are based on the **CPWD DSR 2021/2023/NS Items/IRUSSOR 2021** (whichever is applicable) corrected up to date and any discrepancy noticed during the execution of the work(s) in the working, rates, quantity and unit etc. will be rectified by referring to the printed schedule of rates referred above which shall be treated as authority and binding on the contractor(s). The relevant notes applicable to the respective chapters will apply to the items of the tender schedule and should be considered as having been incorporated in agreement and binding on the contractor(s).
13. The contractor shall also provide at his own cost reference pillars for setting out the work as considered necessary by Engineer In-Charge for the proper layout and execution of the work. No charges whatsoever shall be paid by the Railway for either making these pillars or for materials required for these pillars. It will be sole and absolute discretion of the Engineer-in-charge at site to decide the number(s) and type(s) and height of pillars to be provided and his/her decision will be final, conclusive and binding on the contractor(s).
14. The rates for any other item(s) of works not included in the Schedule of Items and Schedule of Rates, which the contractor(s) may be called upon to do shall be fixed by a supplementary written agreement between the contractor and the Railway Administration before the particular item or items of work are executed. In the event of such agreement not being entered into or executed, the Railway Administration may appoint other party/parties to do these works and the contractor(s) shall have no claim for loss or damage on this account.
15. The Railway Administration will not be responsible to grant/arrange the permit for deploying truck or for supply of petrol Motor vehicles for transporting materials. Applications of contractors for these will simply be forwarded to the authorities concerned for disposal.
16. The contractor shall satisfactorily maintain entire work completed by him for the period of **'NIL Months'** commencing from the date of completion as certified by the engineer in charge.  
  
He /they shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Divisional Engineer/DEN. The Security deposit may be refunded after 06 (Six) months for the date of completion of work, subject to satisfactory completion of the work, maintenance period of works, issue of the completion certificate issued by ADEN/DEN, No claim Certificate by Contractor and No Dues Certificate by Engineer In Charge.
17. The expressions General Manager, Chief Engineer wherever showing in the General Conditions of Contract shall be read as and deemed to have been substituted by the corresponding officers of the North Central Railway Administration who will be designated as such by the Administration.

**Signature of Tenderer**

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18. Save as otherwise provided in the contract, all notices to be given on behalf of the President of India and all others acting to be taken on his behalf by the Divl. Railway Manager/ Sr. Divisional Engineer/Divisional Engineer / N. C. Rly. /Prayagraj.
19. The conditions of contract under which the contract is to be performed by the contractor(s) shall include the following.
  - (i) The additional instructions to tenderers.
  - (ii) General conditions of contract 2022 and Standard Specifications.
  - (iii) Special Conditions of Contract.

In case of any inconsistency in that respect item (iii) will prevail over item (i) and (ii).
20. If any material is supplied to the contractor by the railway at his request for any item of work for which labour and materials rates have been accepted, the issue of such material(s) will be treated as a sale outside the contract and the recovery on account of material(s) supplied will be made in accordance with code Rule 1430(b) which provides for recovery either at the market rate prevailing at the time of supplying to be specified by the Divisional office or the issue rate whichever is higher plus prescribed percentage charged on account of freight and supervision charges. No carriage or incidental charges will be borne by the Rly. The contractor cannot however claim the issue of such materials by the Railway in accordance with this contract, if he is required to arrange such material(s) himself.
- 21.(i) Railway material like cement and steel, if required to be supplied as per agreement, will be supplied by the Railway at the IOW's Godown. No extra lead, handling etc will be paid for transportation of these materials to the site of work. Tenderers may take this into consideration while quoting the rates.
- (ii) In case cement or steel is to be issued to the contractor either free of cost or on cost to be recovered for use on the work, the supply thereof shall be limited to the quantity/quantities calculated by the Railway according to the prescribed specification and approved drawing(s) as per agreement. The cement and steel issued in excess of the requirement as above shall be returned by the contractor to the railway in perfectly good condition immediately after completion or determination of the contract. If contractor fails to return the said stores, then such cement and steel issued in excess of the requirement as calculated by the Railway according to the specification and approved drawings will be recovered from contractor's due at twice the prevailing procurement cost at the time of last issue +5% freight only.

This will be without prejudice to the right of the Railway to take action against the contractor under the condition of contract for not completing the work according to prescribed specification and relevant drawings.

If it is discovered that the quantity of cement and steel use in the work is less than the quantity ascertained as herein before, the cost of cement/steel not so used shall be recovered from the contractor on the basis of above formula.

- (iii) Provision of above clause (i) and (ii) shall also be applicable to all other materials that may otherwise be supplied by the Railway. The excess materials shall be returned within a reasonable time, the reasonability of which shall be determined by the Divisional Engineer, after which the Railway will refuse to accept such unused materials and the cost thereof shall be recovered as given above.
- (iv) If at any time material, which the contractor would normally have to arrange himself, if supplied by the Railway either at contractor's request or in order to prevent any delay in the execution of work due to contractors inability to make adequate timely arrangements for supply thereof or for any other reasons, recovery will be made from contractor's bill either at the market rate prevailing at the time of supply or the issue rate whichever is greater plus fixed departmental charges as stipulated from time to time. The contractor cannot however, claim as a matter of right the issue of such material by the Railway if he is required to arrange himself in accordance with the terms and condition of contract.
22. *The contractor(s) will be responsible for storing cement at the site of work according to the condition of contract and standard specification. The empty bags shall be the property of the contractor and the cost of the same will be recovered at the Rate of Rs.2.00 per cement empty bags or as specified by Railway from time to time from the bill of the contractor.*
23. *All works will be paid for at the tendered rates on the basis of actual measurements taken at site.*

**Signature of Tenderer**

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24. On completion of the work all surplus Railway materials shall be removed and returned to Railway and stacked as directed including lead up to 100 mt by the contractor free of cost. The surplus Cement steel and other items issued to the contractor however shall have to be returned to the Inspector of work Godown free of cost.
25. The Railway shall not be responsible in any way for supply of rationed or non rationed material for contractor's staff or any of the controlled items to the contractor or his labour and non availability shall not be taken as excuse for any loss and consequently also for slow progress or for putting any claims whatsoever against the Railway. The contractor shall make his own arrangement of accommodation of his labour and staff and supply of water.
26. The Railway shall also not be responsible for the supply of petrol to Motor vehicle for transportation either of those materials which are issued by the Railway and which will be required to be brought at site by the contractor or for his own materials. Application of the contractor in this regard will however, be forwarded to the authorities concerned for the disposal.
27. For carriage of tools and plants free permit note will not be issued but the railway issue necessary authority certain with a view to give priority for booking only for cartage of tools and plants at the site of work and for the removal of tools and plants only after the completion of work at the direction of Divisional engineer. Freight, however, will be a borne by the contractor and the same must be paid by him direct to the goods clerk or station master as the case may be at the time of booking.
28. No extra payment will be made for rounding of the corners at the junction of the floors, joints corners and parapet etc.
29. The plan and sites are subject to alterations to suit the local conditions as per requirement of the railway and the contractors will have no claim on account of the changes in plan and sites.
30. Doors and windows will have to be made strictly as on drawing and the contractors will also be required to provide necessary fittings and glasses as shown in the drawing. The various iron fittings as shown in the drawing will further be supplemented by iron fittings that are actually necessary for providing closing and locking of doors, windows and almirah etc.
31. The rates tendered for in the Schedule of Rates and accepted by the railways together with modifications and special conditions be based on which the work orders shall be issued. Work for only those items shall be provided which will be applicable to the work and the work orders shall be deemed to have been prepared and subject to the conditions as provided in the accepted tenders. Before starting the work, the contractor shall obtain proper work order. If the work is executed by the contractor without the order of authorization in writing as aforesaid the same shall be at his sole and absolute risk and responsibility and the railway is at liberty to refuse of accept any liability for such work.
32. The contractor should clearly understand that any claim that he may have to prefer must be made in writing within seven days of the measurement taken by the Engineer as aforesaid and that any claim in more than seven days time after taking of such measurements shall be deemed to have been waived by him.
33. The contractor will be required to arrange for all materials except those materials which will be supplied by the Railway.
34. Materials that will be used in the work should confirm to the "Indian Railway Standard Specifications for Materials and Work - 2021". Samples of the same should be submitted to the Engineer In charge before arranging the supply. Approved samples will be kept in the custody of the ADEN/DEN concerned and all supply shall conform to accepted samples.
35. *It should be clearly understood that the labour & materials rates in the schedule of rates include wastage and wash away either due to rains or storms or floods or any other cause whatsoever. They shall also include any clearing of Jungles dressing & levelling of surface etc. that may be necessary for stacking the materials at site of work prior to their being used on the work.*
36. *If only limited area is available at site of work, stacking of materials may be done at other place not far away from the site of work. In such case no extra lead or any other claim for carriage of materials to the site of work shall be entertained.*

**Signature of Tenderer**

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- 37 All materials carried by Rail shall be the responsibility of the contractor and no claim, whatsoever for non-supply of wagons or materials damaged or pilfered or lost in transit shall be entertained. The claim against the Railway as carriage shall be governed by the rules regarding carriage by the Rail of public materials. Directions is restricted, the Railway shall not in any way be liable to assist the contractor in obtaining the relaxation of any such restrictions for transporting the materials. Necessary recommendation for the movement of such materials for use in the work will be granted when necessary but no claim will be entertained on this account.
- 38 No leading unloading charges, lead, lift crossing of lines, handling and hand shunting of wagons and freight charges if any will be paid for his material to the contractors. Demurrage charges in the wagons, if any, shall be paid by the contractor and it would be his own obligation to unload the consignment and release the wagon within the time limit.
- 39 The contractor will have to make his own arrangement for roller and other machinery required by him in connection with executing of this work.
- 40 All brick work(s) unless otherwise instructed shall be done with well burnt bricks or selected Jham bricks as laid down in chapter (7) Brick work, N. C. Railway., Standard Specification for Materials and Work –2021.
- 41 The contractor(s) shall not dig any pit within Railway land for extracting single or earth for mortar which must be arranged from outside for which no lead, lift or royalty will be paid.
- 42 The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the Sr. Divl. Engineer/Divisional Engineer in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the Sr. Divl. Engineer/Divisional Engineer concerned from time to time.
- 43 No claim of any kind whatsoever shall be entertained if the execution of any item of the work is held up for want of approval of plans or designs or late supply of such materials to be arranged by the Railway.
44. All works shall be done strictly in accordance with the approved drawings/plans and no deviation/departure shall be made by the contractor without the orders of Sr. Divl. Engineer/Divisional Engineer given to him in writing.
- 45 (a) The contractor shall be entirely responsible for all structural and any other damages to property and for injury caused by work to his workman, the persons, animals or things and shall indemnify the Railway in respect thereof.
- (b) Contractor shall be entirely responsible for all works carried out by him until it is finally taken over by the Railway and he will be liable to be called upon to make good any damage or loss which may occur to the building and work by inclemency of the weather floods etc. or due to any other cause(s) during the entire period until the work is taken over.
- 46 Where there is no godown of the IOW, all such Rly. Material(s) will be handed over to the contractor at the Rly station building where quarters are to be constructed / work is to be executed and the contractor(s) will make his own arrangements for transporting them to the site of work. No lead, lift etc. from the station building to the site of works will be paid by Railway and the rates quoted for the work should include all such charges.
- 47 The contractor shall arrange his own plants such as concrete mixtures and vibratos for concrete etc.
- 48 The plan(s) and sites are subject to alternations to suit the local conditions and requirements of the Railway and the contractor will have no claim on account of the changes in plan etc.
- 49 No earth rubbish or refuse will be allowed to be dumped in the Railway area.
- 50 The contractor should clearly understand that any claim that he may have to prefer must be made in writing within 7 days of the measurement taken by the Engineer as aforesaid and that any claim made after 7 days time after taking such measurement shall be deemed to have been waived by him.

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- 51 *The security money shall be refunded to the contractor after expiry of stipulated maintenance period from the certified date of the completion of work and on receipt of 'No Claim Certificate' from the Assistant Engineer/DEN concerned. During this period the contractor shall maintain the work and shall be liable to rectify the defects that may be found on receipt of orders from the Assistant Engineer/DEN. The contractor shall have to out work at the site fixed by the Railway representative if any.*
- 52 *At such of locations where contractor's road vehicles are permitted to ply adjacent to the running lines an experienced gang man shall be posted as flagman at the cost of the contractor to prevent accidents.*
- 53 *Settlement of the dispute pertaining to the above contract shall be dealt as per the relevant clauses of the General Condition of the Contract. Extract of the some of the relevant clauses of the general condition of Contract are enclosed in the tender document for ready reference.*
- 54 The Divisional Railway Manager reserve to himself the right at any time after the acceptance of tender to keep back from the contract otherwise or by other agency for any portion of the work as he may think without assigning any reason.
- 55 **As per Railway Board letter No 2018/CE-I/CT/9 dated 04.06.2018 the following tender condition is included:-**
- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
  - (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - (iii) The option so exercised, shall be an integral part of the bidder's offer.
  - (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
  - (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
    - (a) The LC shall be a sight LC
    - (b) The contractor shall select his Advising/Negotiating bank for LC The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
    - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
    - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
    - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
    - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
    - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
    - (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
    - (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
    - (j) The contractor shall take print out of the Document of Authorisation 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 A authorisation, Bill of Exchange and Bill.

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- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
  - (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
  - (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
  - (n) 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.
  - (o) The LC shall be closed after the release of final payment including P VC amount, if any, to the contractor.
  - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
- 56 In case any contradiction in the tender document, the conditions of GCC-2022 will supersede in all cases except Special Conditions of Contract.
- 57 Railway may deploy PMC in place of railway representative for monitoring/inspection of work. The tenderer should follow the instructions and direction given by PMC as per their duty/ authority given by Railway.
- 58 If required, the testing of samples may be done from outside agency/ laboratory approved by Railway. The list of approved agencies/laboratories is as given below. **All the lab testing charges will be borne by the contractor.**

**List of Approved laboratories for testing of Engineering Materials.**

**(Authority- CE/SD/NCR/PRYJ Letter No. 291.W/29/QC/Policy/Works/834 dated 25.04.2025).**

**A list of approved laboratories for testing of materials is as under:**

1. Moti Lal Nehru Regional Engineering College, Allahabad
2. Institute of Engineering and Rural Technology, Allahabad
3. CSP/N.C. Rly./Subedarganj, Allahabad
4. IIT (BHU), Varanasi
5. KNIT, Sultanpur
6. HBTI, Kanpur
7. IIT, Kanpur
8. Material Test Laboratory, Civil Engg. Deptt., AMU, Aligarh
9. National Test House, Kamala Nehru Nagar, Ghaziabad
10. IIT, Delhi
11. Delhi College of Engineering, Delhi
12. Sri Ram Test House, Delhi.
13. Faculty of Engineering, Dayalbagh Educational Institute, Dayalbagh, Agra
14. Madhav Institute of Technology, Gwalior
15. Bundelkhand Institute of Technology, Jhansi
16. Forest Research Institute, Dehradun (For woodwork)
17. Any NABL approved laboratories.

**For any addition /deletion in the above list, approval of HQ (CE/SD) has to be obtained.**

Contractor is free to get the material tested from any of the above laboratories, with prior approval of Engineer's representative which will be final. For specific specialized items, tests not being done in above laboratories, decision will be taken by Sr. DEN/DENs, on reference from contractor.

For Divisional Railway Manager (Engg),  
North Central Railway, Prayagraj

I agree to abide by the terms and conditions mentioned as Clause 1 to 57 above as well as the General Conditions of Contract and Standard Specification of the North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.

For Divisional Railway Manager (Engg),  
North Central Railway, Prayagraj

**Signature of Tenderer**

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**Annexure -1**

**Request letter from Executive branch to Accounts Office for opening of LC**

Office of----  
----Railway

No.

Dated \_

The PFA/ Sr.DFM/ Dy. FA

HQ/Division/Workshop/Cost

Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No .

\*\*\*

*It is requested to open a sight LC against the above referred Order/ Agreement in favour of \_\_\_\_\_ . The details of beneficiary are as under:*

- i. *Name of Contractor/Supplier*
- ii. *Vendor Code*
- iii. *Address*
- iv. *Tender No.*
- v. *Contract Agreement No.*
- vi. *Description of Goods/ Service*
- vii. *Value of Contract*
- viii. *Stages of payment*
- ix. *Expected payment within 6 months (LC Amount)*
- x. *Beneficiary bank details:*
  - a) *Bank name*
  - b) *Address*
  - c) *Account No.*
  - d) *IFSC code*
- xi. *Validity/Period for which LC is to be opened.*

*It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of \_*

(Signature of authorized Railway authority)

Name

Designation

Official Seal

**Signature of Tenderer**

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LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: \_\_\_\_\_

## DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/Supply Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

(ii) Inland Letter of Credit No. \_\_\_\_\_ Dated \_\_\_\_\_

This document is issued against contract No. ----- (FROM IREPS) ----- dated----- for supply/ work of---

## DESCRIPTION OF GOODS/ WORKS FROM IREPS) -----

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR CODE)...(Vendor Code... as per IRPES...) is entitled to receive payment aggregating INR...\$\$\$...(FROM ABSTRACT OF BILL PASSED)...out of a total LC amount of INR... (FROM MASTER TABLE OF LC

OPENED).....against the first/second\*commercial Invoice No.(FROM IPAS)

\_\_\_\_\_ dated

\_\_\_\_\_ FROM IPAS \_\_\_\_\_ for INR (FROM IPAS) ----- raised against the above contract from State Bank of India----- (branch-FROM LC MASTER TABLE)---.on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

| S.No.      | Invoice No. | Invoice date | Invoice Amount (INR) | LCDA No. | LCDA date | Amount paid (INR) |
|------------|-------------|--------------|----------------------|----------|-----------|-------------------|
|            |             |              |                      |          |           |                   |
|            |             |              |                      |          |           |                   |
|            |             |              |                      |          |           |                   |
| Total Paid |             |              |                      |          |           |                   |

THIS PAYMENT;- \_\_\_\_\_ \$\$\$\$

LC BALANCE AFTER THIS PAYMENT: \_\_\_\_\_

(Signature of authorized Railway authority)

Name

Designation

Official Seal

For Divisional Railway Manager,  
North Central Railway, Prayagraj

*I agree to abide by the terms and conditions mentioned as **Clause 1 to 55** above as well as the General Conditions of Contract and Standard Specification of the North Central Railway including all the amendments issued by Railway Administration from time to time up to the date of opening of tender/submission of negotiated offer.*

For Divisional Railway Manager,  
North Central Railway, Prayagraj

Signature of Tenderer

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## SPECIAL CONDITIONS-I/SPECIFICATIONS

### CONDITONS REGARDING SITE DATA AND SPECIFICATIONS

**Tenderers have to submit following test report along with their tender document from any reputed Govt. organization / Institutions as per the list given in the tender document, otherwise their tender will not be considered.**

- (i) Size Gradation Test**
- (iii) Abrasion Value Test**
- (ii) Impact Value Test**
- (iv) Water Absorption Test**

- 1.0 The design and construction will be done in terms of IRS and IS specifications.
- a) The specifications mentioned herein bid document should be prime governing.
  - b) Where there is conflict between IRS and IS specification, IRS specifications shall prevail.
  - c) Where there is no provision of specification in IRS, the IRC conditions shall be referred to and followed.
  - d) For items not covered in IRS/IRC specification, BS 5400 part 1 to 10 may be followed.
  - e) **The decision of Sr.DEN of the project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the special condition regarding site data and specifications of this tender and no claim whatsoever shall be entertained on this account by the Railways.**
  - f) Apart from the site data, specifications etc. all items of works shall be governed by the following codes as Revised/Corrected/Amended upto the time of submission of tender/negotiated cost for acceptance.
  - i) North Central Railway Engineering Department **CPWD DSR 2021/2023/IRUSSOR 2021** with errata and correction slip upto date.
- 2.0 **Indian Railway Unified Standard Specifications**
- i) North Central Railway Engineer department work hand book Pt-I Regulation for tenders and contract, NCR/GCC 2022.
  - ii) IS code of practice for plain and reinforced concrete for general building construction (IS: 456 –2000 revised with amendments up to date).
  - iii) IS code of practice for use of structural steel in plain and reinforced concrete for general building construction (IS: 800 – 1984 revised).
  - (iv) IS code of practice for Electric welding of mild steel IS 823-1964, IS: 6227-1971.
  - (v) IS code of practice for structure safety of building loading standard (Revised IS: 875-1969).
- 3.0 The tenderers must have a sound engineering organization and experience of having executed large works of the nature and magnitude similar to the work being tendered for and should submit details and certificates in support of the same along with the tender.
- 4.0 **SITE VISIT:**
- 4.1 The tenderers are advised to visit the site of work before tendering for proper appreciation of site conditions.
- 5.0 **PLAN UNDER WHICH THE WORKS ARE TO BE CARRIED OUT.**
- 6.0 The drawings for the works can be seen in the office of DRM/ N. C. Rly., Prayagraj. These drawings are meant for general guidance only and in terms of Clause 7 of Special Tender condition and instructions to tenderers. Railway may suitably modify them without making the Railway's liable for any claims on account of such changes or delay in Modification of them.
- 7.0 **PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID DANGERS TO RAILWAY INSTALLATION:**
- 7.1 At such of the locations where contractor/s road vehicles are permitted to ply adjacent to the running lines and yard, an experienced Gang Man shall be deputed as flagmen at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- 7.2 If the work to be executed is in proximity to the running Railway track, the contractor will be required to be followed all precautions and carry out all works that may be necessary to ensure the safety of the running track/trains, without imposition of any speed restriction thereon as may be directed by the Engineer or his authorized representative. No Claim whatsoever will be entertained for either any inconvenience caused to the contractor or for the operation or for any other reasons on this account.
- 7.3 The contractor shall take all precautionary measures in order to ensure protection of his own personal moving about or working on the Railway premises and shall have to confirm to the Rules and Regulation of North Central Railway, Prayagraj. If the unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.

**Signature of Tenderer**

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- 7.4 Within the station premises, especially on Passenger Platform, or near the running track, contractor/s shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavation carried out in such areas with a view to avoid the accidents.
  - 7.5 The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.
  - 7.6 The contractor's employees and workers shall not for any reason operate and appliances or installation of the Railway concerning the safety of the trains movements but they should whenever necessary notify to the qualified staff who will take necessary steps.
  - 7.7 The contractors shall see that no damage is caused to Railway signalling and transmission wires, stations, installation, communication lines, electric devices, trains of any kind, fencing as well as any rolling stock and in general to all Railway installation and equipment in case of any damages is caused to these due to fault of the contractor and amount of expenses thus incurred will be recovered from the payments due to him.
  - 7.8 The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour on work removes their tools clear of the track on the approach of any trains. After the day work, the contractor should ensure that the tools are deposited in proper tool box before the labour proceeds for their homes. Tools issued should not be allowed to fall in and unwanted hand who can tamper with the Railway track.
  - 7.9 The contractor shall employ one suitable supervisor to supervise the work site. Though all the work relating to the safety of running trains shall be executed under Railway supervisor and presence of qualified supervisor from the contractor's side is a must at the site of work.
  - 7.10 Contractor shall provide 150 mm thick white line of lime at a distance of 3.5m from center of existing track. This white line shall be in the entire length where work is going on and or the vehicle/machinery are plying along the track. Nothing extra shall be paid for this.
  - 7.11 Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel column connected with at least 20mm thick red nylon rope. The column shall be in 1.2m height. This will be placed at a distance 3.5m from central line of the nearest track. This shall not be paid separately. The tenderer/s should quote their rates of various items like earthwork/retaining wall accordingly.
  - 7.12 Assistant officer/Sr.Scale officer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
  - 7.13 The area between running line and white line shall not be permitted to be become slushy and adequate drainage must be ensured at all items.
  - 7.14 Machine/vehicles shall ply 6m clear of track and movement/work at less than 6m and up to 3.5m clear of track center shall be done in the presence of Railway employee authorized by Engineer incharge. The Railway employee so deputed shall ensure safety of the track, with banner flags, hand signal lamps and detonators.
  - 7.15 If vehicles/machinery/materials are to come within 3.5m of the existing track, the work must be done under the presence of an Inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
  - 7.16 Normally Night working shall be avoided. The night working shall be permitted by ADEN in writing. One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately light. Nothing extra shall be paid for this.
- PENALTY DUE TO UNSAFE WORK:**
- i) In the event of accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor/s negligence are the negligence of his men, penalties upto an upper limit of **10% of the total cost of the work shall be imposed** on the contractor.
  - ii) Railway administration reserves the right to terminate the contract with immediate effect, if the contractor is found responsible for causing an accident without giving any further notice/s to the contractor/s.
  - iii) In the event of contractor not completing work or leaving it unsafe at the end of day work that and if speed restrictions is required to be imposed, track shall be attended to by the Railway administration immediately at the contractor's cost without any further notice. In addition, the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half-hour or part thereof shall also be recovered.
  - iv) In the event of contractor starting the job without proper supervision causing accident, he may be prosecuted under Railway Act for unlawfully interfering with the Railway track in addition to the recovery of Rs.20000/- as penalty of every such cases, actual losses, compensation with damages to Railway property.
- 8.0 **PROCUREMENT OF RAW MATERIALS:**

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- 8.1 The steel and cement required for the work will have to be arranged by the contractor. The Railway shall not be responsible for any loss or any damage incurred by the contractor in connection with such procurement of materials or expeditious completion of the work.
- 8.2 Safe custody of the material at site is contractor's responsibility until completion of work done by the contractor.
- 8.3 STEEL: Already discussed.
- 8.4 The Railway reserves the right to reject the whole or part of the supply, which in the judgment of the Railway does not comply with the requirements of the above mention, IS/IRS code of the practice and drawings. The decision of the Railway in this regard shall be final and conclusive for all purposes in case of such rejection the contractor is bound to replace the material at his own cost.
- 8.5 Quality test certificate for steel & cement as per relevant IS Code or as desired by Engineers in charge shall be furnished by the contractor at his own cost from the manufacturer/test house before use in case of samples tested do not pass the quality tests conducted, the entire quantity of the batch of cement/steel supplied shall be rejected and returned to the contractor at his cost.
- 8.6 **CERTIFICATION OF INSPECTION AND APPROVAL:**  
Material shall not be used in any case in the work until and unless it is certified by the Engineer's representative that they have inspected the material and approved by them and the same is in accordance with IRS code of practice/ IS Code of practice.
- 8.7 Facilities must be provided by the contractor to the Railway or its representative for inspection of the stores equipment and structure etc. at all stages during execution.
- 8.8 The contract rates shall also include the cost that may be necessary for stacking the materials, tools, plants, machinery etc. at site of work whether arranged by the contractor or issued by the Railway. The contractor/s shall ensure that the materials are not stacked on slope to the Railway track which may endanger the safety of trains and workmen.
- 9.0 **TAXES CENTRAL, STATE, LOCAL:**
- 9.1 All the rates quoted should be deemed to include all taxes, direct levies under central or State or Local bodies Acts or Rules, octroi, royalties etc. and similar imports that may be prevailing from time to time in respect of land, structures and all materials supplied in the performance of this contract.
- 9.2. Railway will have no responsibility for issue of Form 31 to the contractor for transportation of any material what-so-ever from outside the state border. All such forms will have to be arranged by the contractor at this own cost/resources.
- 10.0 **WATER:**  
(i)The contractor shall be responsible for the arrangement to obtain supply of water necessary for the works at his own cost and rates quoted include the cost of wells or any other arrangement required to be made for procuring water and leading/transporting/conducting water to the site of work, irrespective of the distance from the source, Quality of water as to relevant IS specifications depending upon the type of work will have to be confirmed.
- 11.0. **NOTICE TO PUBLIC BODIES:**
- 11.1. The contractor/s shall give to the Municipality, Police and other authorities, all notices that may be required by law and certain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be liable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc. required at night.
- 12.0 **FIRST AID:**
- 12.1 The contractor shall maintain in a readily accessible site first aid appliance including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
- 13.0. **TELEPHONE FACILITIES:**
- 13.1. The contractor shall have to make his own arrangements for providing telephone facilities at the site of work at his own cost. The telephone facilities provided by the contractor shall be allow to be used by the Railway staff without any charge.
- 14.0. **RECORDS AND REGISTERS**
- 14.1 The contractor shall maintain accurate record, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.  
The following registers will be maintained at site by the contractor/s
- i) **SITE ORDER REGISTER:**  
The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior Officers and
- ii) **LABOUR REGISTER**  
This register will be maintained to show daily strength of labour in different categories employed by the contractor.

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iii) **PLANT AND MACHINERY REGISTER:**

This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.

**15.0 GENERAL:**

- 15.1 The contractor/s are required to complete the works within the specified period as provided in agreement/works order. Railway is empowered to grant extension to the specified period provided in the order, falling within the financial limits of the powers during the currency of the contract, if considered the same as justified or with penalty as per General Condition of contract, 2022.
- 15.2 Every possible fluctuation in the market rates of labour, material and general conditions and other such possibilities and every kind should be considered before quoting the rates and no claim due to any reasons whatsoever on this account will be entertained afterwards.
- 15.3 The contractor will be required to give no claim certificate at the time of signing the final bill. Thus, no claim certificate furnished by the contractor constitute special agreement under which contractor submits and acknowledged that no money is due to him in connection with executing of the particular contract by him. Thus, after the contractor has given no claim certificate and his final bill has been finalized to him, the contractor cannot ask for any more payment even if post audit records show that he had been paid less, hence after no claim certificate is given, the contractor cannot even ask for arbitration.
- 15.4 The contractor shall have to co-ordinate his work with other deptt. i.e. Electrical installation/signal interlocking work which may be related to another contractor or done departmentally. No claim of any kind whatsoever shall be entertained if the execution of any such work being also done by the department/contractor is held up due to their interference or as a result of delay in any of these works.
- 15.5 If any work ( whether temporary or permanent) or other materials, the value of which has been included in on account bills is destroyed or damaged or has/have for any other reasons to be replaced or restored by contractor, the value of the work or other materials destroyed may be recovered at any time from the contractor as debit due provide that no omission to deduct any amount due to the contractor and no payment made by the Railway to contractor after the aforesaid amount became due and recoverable shall on any ay prejudice or effect the right of the Railway to make such deductions at any time or otherwise to recover the amount as debit due.
- 15.6 No claim for extra payment shall be entertained on account of the interruption to work due to rain, floods or due to delay in acquisition of land in some portion or any other cause nor will any extra payment be made for the excavation on this account. No claim for earthwork done in low-lying water-logged area, local pits and depressions containing water will be entertained by the Railway.
- 15.7 All tests what so ever required for the work shall be carried out in accordance with ISI code of practice/Indian Railway concrete bridge code, nothing extra shall be payable to the contractor on this account.
- 15.8 Individual rate for each schedule items should be for complete finished items, inclusive of all operations and charge and nothing extra will be payable on any account.
- 15.9 The work will have to be done in close co-operation with the other departments/agencies if any.
- 15.10 No extra payment will be made for rounding of the corners at the junction of the floors, joints, canners and parapet.
- 16.0 In case of any dispute regarding interpretation of any of the above clauses, decision of the Divisional Railway Manager, North Central Railway, Prayagraj shall be final and binding on the contractor.

**NOTE: All the Special Conditions mentioned above will imply subject to applicability to the type and nature of the work.**

I/We agree to abide by the terms and conditions mentioned above.

*For Divisional Railway Manager,  
North Central Railway, Prayagraj*

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## **SPECIAL CONDITIONS OF CONTRACT-II**

1. The tenderer should carefully read the conditions accompanying the tender and should satisfy himself by site inspection that he is in a position to supply the ballast in accordance with the conditions. Conditional tenders are liable to be rejected. Contractor shall be responsible for following the provisions of Mining Act and the Railway will not be responsible for infringement of any its provisions. All annexure and schedule attached with the tender should be filled carefully and signed on all the pages and the contractor should submit the testimonials / certificates in respect of working experience, solvency, income tax clearance etc. along with the tender itself.
2. **SAMPLING OF BALLAST**: The sieve analysis will be done for representative sample of ballast selected at random from different parts of stack as given in Annexure – IV.
3. **STACKING**: The ballast shall be stacked in ballast depot on a previously leveled ground demarcated by Railway for the purposes. The stacking ground will be made available to the contractor free of cost.
4. **BREAKING**: Breaking of ballast will be carried out by manual or mechanical crushers to be installed outside Railway land. The Railway will not arrange any electric power for running the crusher or other equipment. Railway may, however, recommend to local authorities for giving the connection.
5. **LOADING**: The loading will be done by manual / mechanical means. The progress of loading shall be as given in Para 12. The loading of ballast into wagons shall be done by front-end loader of bucket capacity of about 3m. Loading of wagons by manual labours with the help of basket etc. will not be allowed as a regular measure except when the front-end loader is under break down in any case not for more than a quantity exceeding 10% of the total contracted quantity.
6. **MEASUREMENT**: The ballast will be measured by stack. After measurement of a stack has been taken and the bill for the same passed, it can be loaded in hoppers or any other type of wagons.
7. **RATES**: Unless otherwise specified the rates include:
  - (i) All lead, lift, transportation etc. involved in supplying the materials duly loaded in hoppers of any other type of wagons.
  - (ii) All taxes, royalties, duties etc. will be paid by the contractor to the respective authorities. Railway will only give concessional forms or certificates, if prescribed by the levying authority.
  - (iii) The rates tendered by the contractor shall be comprehensive and shall be inclusive of all the cost of tools and plants, loading arrangement and all expenses which will be required to be met within working to the conditions detailed in this document.
8. **PAYMENT OF ROYALTY CHARGES**: All payment of royalty charges etc. to the state government in connection with extraction and supply of rubble stone / stone ballast-sand, from other than Railway land acquired by Railways under land acquisition Act 1985 have to be born and paid by the contractor.

The Railway in consultation with the respective state governments will confirm percentage of royalty charge to be recovered for supply of minor minerals. The Railway administration is entitled to deduct from the contractors and keep in deposit such amount equal to the proportionate royalty charges from each on A/c bills and the same will be released as and when the contractor submits a receipt / document clearance certificate certifying that royalty charges have been paid by the contractors, lasting to the contract.

The contractor will be required to obtain a final royalty clearance certificates from the concerned state / revenue authorities / collector and produce the same to Sr. DEN / DEN / Dy. CE / CE / XEN. After completion of the supply but before the release of final bill. If in any case the contractor fails to produce the clearance certificate for royalty charges, final bill will be passed after retaining an amount equal to the amount of unpaid royalty charge as intimated by the revenue authorities / collector or as calculated on the basis of relevant rates, for payment royalty charges applicable to the area. No claim regarding interest charges for delay in the payment of retained amount on royalty account shall be entertained.

The retained amount will be released at the directions of the administration on production of clear bank guarantee covering the amount so withheld towards royalty charges / state taxes.
9. **DEVELOPMENT OF SITE**: contractor shall have to develop and maintain approach roads, stacking area etc. at his own cost. After expiry of contract the contractor shall vacate the area and hand over the land free of encroachments. The contractor will not be entitled for any claim for earthwork or any temporary works done by him in connection with this work.

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10. **LEGAL MATTERS:** The contractor will at his own expenses obtain such permit or parwana for carrying or for any other purposes as may be necessary to enable him to perform his part of the contract. The railway will not under any circumstances be liable to obtain any permit or parwana whatsoever. Railway may only make a request to contract authorities stating that the firm is a Bonafide party with whom a agreement for supply of ballast has been executed.
11. **GENERAL:**
- (i) Till such time, the ballast is measured and taken over by the railway; its custody shall be the responsibility of the contractor.
  - (ii) The railway will make arrangement to remove the loaded wagons and place empties for loading.
  - (iii) The contractor will ensure free access to quarry premises where ballast or stone is being quarried and crushed, to the Engineer In-charge or his representative at all times.
12. Minimum 12 hoppers (equivalent quantity of ballast in case of hopper, wagons) should be loaded by the contractor per day failing which a penalty of Rs.250/- per hopper per day less loaded will be levied. The day time shall be considered from sun-rise to sun-set.
13. Tenderers shall specify their business, names and shall attach a copy of constitution of the firm.
14. In case of firm consisting of more than one partner documents in the support of their partnership and constitution of the firm including registration deed and power of attorney must be submitted with the tender.
15. All possible fluctuation in the rate of labour, materials, general conditions and other possibilities of each and every kind should be considered before quoting the rates and no claim what so ever on this account will be entertained afterwards.
16. The tenderers shall not increase their quoted rates in case the railway administration negotiates for reduction of rates such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderers.
17. These "Special conditions" and the clause of instructions to tenderers shall govern the work done under this contract in addition to and or in part supersession of the General conditions of contract. Where there is conflict between special conditions contained in the schedule of items and General conditions of contract. Regulations and instructions to tenderers on the other hand the former shall prevail. Any special conditions stated by the tenderer in the covering letter submitted along with the tender shall also be deemed to be part of the contract, only to the extent that the same have been expressly accepted by the Railway.
18. The tenderer should note that any person such as Engineer of Gazetted rank or other Gazetted officer whether in executive or administrative duties in the Engineering department of Railway, whether pensionable or non-pensionable are not at all deputed to work as contractor / employee of the contractor within two years of retirement without prior approval of the competent authority. If any such person is found working as contractor or employee of contractor without prior permission of General Manager, after the submission of acceptance of tender, award of the contract shall be rejected / terminated for breach of tender conditions.
19. The contractor shall sign on each page of the tender document.
20. Since oversized ballast (when supplied) is usually mixer ballast of the contract size, the contractor will be deeded to the offered the ballast to the Railway under the above conditions they bring it to Railway land, and they shall have no right their break it or to remove it from Railway land. The Divisional Engineer can allow removing the ballast if that is in the interest of railways.
21. It must be distinctly understood that the accepted Para is for ballast which confirms in all particulars of quantity stack measurement gauge, freedom from dirt, completion within time limit and delivery at site fixed as laid down in the specification and conditions of contract, it therefore, the Engineer quoted to measure up contractor have not been fully completed with a will a liberty to take either or the following courses:
- (i) To refuse to measure up such ballast at all giving reasons in writing for so doing to the contractor.
  - (ii) To call upon the contractor to writing to screen his ballast or direct the mixtures or to break or oversized stone or to restack it to proper dimensions or to take action on all these three courses prior to further inspection and measurements by a fix date and with the time limit specified in the agreement.
22. The Railway administration will not be responsible for any loss sustained in the contract on account of rejection of inferior materials.

23. The Railway administration shall accept no responsibility for delay in supply of empties for the dispatch of the material. Priority letter with a view to give priority for booking of wagons only will, however, be issued to the successful tenderers where applicable.
24. **MATERIALS** : The Engineer shall deal with all rejected ballast in any manner, he thinks fit, to prevent them from being removed and mixed with good ballast and the contractor shall within a fortnight from the date of order of removal, remove the rejected ballast to such place as may be directed by the Engineer and in the event of the contractor failing to do so, Engineer may cause it to be removed and all costs of such removal shall be payable by the contractor to the Railway. The recovery of the amount may be deducted from any money, which may become due to the contractor or from contractor's bill for any other works being done by the contractor for the railways.
25. The Railway will also be at liberty to deduct from the security deposit or from any sum due or which may become due in this or any other contract with the contractor or may otherwise recover from the contractor all sums that became due to the Railway by the firm thereof.
26. The contractor shall be responsible for the observance of the rules and regulations under the mines and mineral rules and Indian Material Rules and Regulations of the state concerned.
27. The contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India, or state govt. for infringements of any of the clause of the mines, quarries and the rules made there under in respect of quarries from which the ballast is procured.
28. The contractor shall comply with all instructions issued by the Chief Inspectors of Mines in respect of the safety or the workmen and the working of the quarries and maintain such register as required by Inspector of Mines to the Govt. of India. The rate quoted by the contractor should be an all-inclusive rate i.e. the rate for the materials loaded into wagons. No lead, lift, trade tax, royalty or any other taxes that may be levied by the Government or the local bodies will be paid. They will also themselves arrange and pay for such working facilities, as they may need. (e. g. land for labour camps, contractor's office, access road to the site of work etc.) The contractors will be deemed to have included this element of royalty or compensation in their tendered rate and will not be entitled to any extra payments. They are advised to see the site of work before tendering.
29. The contractors are advised to bring only materials to site, which conforms to Railway specifications. Any material, which falls short of the prescribed standard, will be rejected and will have to be removed by the contractor at his own expenses. It should be noted that all materials would be passed at the site of delivery and no passing will carry out at the sources anywhere.
30. The contractor shall make his own arrangements for the provision of sanitary, medical and water supply facilities. In case he fails to provide the requisite medical and sanitary arrangement etc. to labour, these will be provided by the Railway administration at the contractor's expense.
31. The cancellation of any documents such as power of attorney, partnership deed etc. should be informed by the contractor to administration in writing together with the substitution documents canceling or modifying as the case may be failing which the administration shall take no responsibility or liability for any action taken on the strength of the said document.
32. It will be responsibility of the contractor to intimate direct to the Supervisor labour, New Delhi or any other authority of the Government in respective department, the number of labours employed by him as applicable under payment of Wages Act.
33. The contractor shall observe all the formalities, perform all the acts and abide by the paras contained in the Contract labour act 1970 and Contract labour central rules 1971 which in addition to other stipulation inter alia provide that:
- (i) The contractor shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy thereof along with the original to the ADEN / DEN In-charge of the work immediately on start of the work. The original papers will be returned to the contractor after perusal.
  - (ii) The contractor shall provide rest rooms, canteen, latrines and urinals, washing facilities and first aid facilities strictly in accordance with the provision of section 40 to 62 of the Contract labour control rules 1971. If these facilities are not provided by the contractor within the stipulated time, the same will be provided by the Railway and the cost of the same will be debited to the contractor.
  - (iii) The contractor shall pay wages to his labour in the manner laid down in section 63 to 81 of the contract labour control rules 1971 in the presence of SEN / Sr. DEN or his authorized representative. In case, the contractor's labour performs the same or similar kind of work as the workman directly employed by the SEN / Sr. DEN the wages of the workmen employed by SEN /Sr. DEN shall be applicable to the contractor labour also.

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- (iv) In case by virtue of section 20 (2) & 21 (4) of the contract labour (Regulation and Abolition) act 1971 the railway is obliged to provide amenities and or pay wages to labour employed by the contractor directly or through petty contractors or sole contractors under this contract, the contractor shall indemnify the railway fully and the railway shall fully recover from the contractor the expenditure incurred on providing the said amenities and or the wages so paid by deducting it from security deposit or from any sum due by the Railway to the contractor provided that if any dispute arises the expenditure incurred by the railway in provisions of the said amenities, direction of the Engineer In-charge shall be final and binding.
34. The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to ply in Railway land next to the running line. If for executions of certain works viz. earth work for parallel Railway line and supply of ballast
35. Vehicle and equipments of contractors can be drafted by Railway administration in case of accidents / natural calamities involving human lives. The contractor shall have no objection and shall provide assistance / help as per instruction of Engineer In-Charge.

For Divl. Railway Manager  
N. C. Rly. Prayagraj

I agree to abide by the terms and condition mentioned above (clause 1 to 35) as well as the General Condition of contract 2022 and standard specification of the North Central Railway.

Signature of Tenderer (s)

## **SPECIFICATION FOR TRACK BALLAST**

1. **SCOPE** : These specifications will be applicable for stone ballast to be used for all types of sleepers on normal track, turnouts, tunnels and deck slabs etc. on all routes.

2. **DETAILED SPECIFICATIONS :**

- 2.1 **GENERAL**

- 2.1.1 **Basic Quality** : Ballast should be hard durable and as far as possible angular along edges / corners, free from weathered portions of parent rock, organic impurities and inorganic residues.
- 2.1.2 **Particle Shape** : Ballast should be cubical in shape as far as possible. Individual pieces should not be flaky and should have generally flat faces with not more than two rounded / sub rounded faces.
- 2.1.3 **Mode of manufacture** : Ballast for all BG main lines and running lines, shall be machine crushed. For other BG lines and MG / NG routes planned / sanctioned for conversion, the ballast shall preferably be machine crushed. Hand broken ballast can be used in exceptional cases with prior approval of Chief Track / Engineer / CAO (C). Such approval shall be obtained prior to invitation of tenders.

On other MG and NG routes not planned / sanctioned for conversion hand broken ballast can be used for which no approval shall be required.

- 2.2 **PHYSICAL PROPERTIES**

- 2.2.1 Ballast sample should satisfy the following physical properties in accordance with IS : 2386 Pt. IV-1963 when tested as per the procedure given in Annexure – I & II.

|                          | BG, MG & NG (planned / sanctioned for conversion) | NG & MG (other than those planned for conversion) |
|--------------------------|---|---|
| Aggregate Abrasion Value | 30% Max.*   | 35% Max.  |
| Aggregate Impact Value   | 20% max.*   | 30% Max.  |

\* In exceptional cases, on technical and or economic grounds relaxable up to 35% and 25% respectively by CTE in open line and CAO / C for construction projects. The relaxation in Abrasion and Impact values shall be given prior to invitation of tender and should be incorporated in the Tender document.

- 2.2.2 To carry out Impact Test on Ballast, a test sample of ballast pieces (about 5 kg in weight) of size 10 mm to 12.5 mm will be required. Appropriate care should be taken by the railways that the ballast selected for breaking down to 10mm to 12.5 mm size for Impact Test should be random from the ballast supply to avoid any subjectivity in selection of test sample. Alternatively, the test sample in the recommended range of size be got manufactured along with the ballast in sufficient quantity required for this test.
- 2.2.3 The 'Water Absorption' tested as per IS 2386 Pt.III-1963 following the procedure given in Annexure III should not be more than 1%. This test, however, is to be prescribed at the discretion of CE / CTE in open line and CAO / Con. for construction projects.
- 2.2.3.1 The power of relaxing for water absorption limit should be delegated to CTE in open line / CAO on construction for specified areas. However, maximum water absorption in any case should not be allowed more than 2.5%.

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## 2.3 SIZE AND GRADATION

### 2.3.1 Ballast should satisfy the following size and gradation:

- (a) Retained on 65mm Sq. mesh sieve 5% maximum
- (b) Retained on 40mm Sq. mesh sieve\* 40% - 60%
- (c) Retained on 20mm Sq. mesh sieve \*\*\*

\*\*\* Not less than 98% for machine crushed ballast

Not less than 95% for hand broken ballast.

\* For machine crushed ballast only.

2.3.1.1 In exceptional cases, where it is considered necessary on technical considerations, to reduce the maximum size of ballast for NG lines, CTE may modify the size and gradation of ballast as defined above. In case of such modifications, provision given in Para 2.3.2 to 2.3.4 below shall also be suitably modified. This will be finalized before invitation of tenders and should be incorporated in the tender documents.

### 2.3.2 Oversize Ballast

- (i) Retention on 65mm square mesh sieve.

A maximum of 5% ballast retained on 65mm sieve shall be allowed without deduction in payment.

In case ballast retained on 65mm sieve exceeds 5% but does not exceed 10%, payment at 5% reduction in contracted rate shall be made for the full stack. Stacks having more than 10% retention of ballast on 65mm sieve shall be rejected.

- (ii) In case ballast retained on 40mm square mesh sieve (for machine crushed ballast only) exceeds 60% limit prescribed in 2.3.1 (b) above, payment at the following reduced rates shall be made for the full stack in addition to the reduction worked out at (i) above.

- 5% reduction in contracted rates if retention on 40mm square mesh sieve is between 60% (excluding) and 65% (including).
- 10% reduction in contracted rates if retention on 40mm square mesh sieve is between 65% (excluding) and 70% (including).

- (iii) In case retention on 40mm square mesh sieve exceeds 70%, the stack shall be rejected.

- (iv) In case of hand broken ballast supply, 40mm sieve analysis may not be carried out. The executive may however ensure that the ballast is well graded between 65mm and 20mm size.

### 2.3.3 Under Size Ballast

The Ballast shall be treated as under size and shall be rejected if:

- (i) Retention on 40mm square mesh sieve is less than 40%.
- (ii) Retention on 20mm square mesh sieve is less than 98% (for machine crushed) or 95% (for hand broken).

### 2.3.4 Sieve Analysis of Ballast.

2.3.4.1 The test sieves used for sieve analysis shall conform to the specifications given in Annexure-IV.

2.3.4.2 While carrying out sieve analysis, the screen shall not be kept inclined, but held horizontally and shaken vigorously. The pieces of ballast retained on the screen can be turned with hand to see if they pass through but should not be pushed through the sieve.

2.3.4.3 The percentage passing through or retained on the sieve shall be determined by weight. The weighing equipment used shall not have least count more than 100 grams.

## 3.0 CONDITIONS FOR SUBMISSION OF TENDER

3.1 Each tenderer at the time of tendering shall submit the test report of Impact Value, Abrasion Value, Water Absorption Value and Size Gradation Test from approved laboratories. List of the approved laboratories is as under:

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1. Moti Lal Nehru National Institute of Technology, Allahabad
2. Institute of Engineering and Rural technology, Allahabad
3. CSP/N.C. Railway/Subedarganj, Allahabad
4. IIT (BHU), Varanasi
5. KNIT, Sultanpur
6. HBTI, Kanpur
7. IIT, Kanpur
8. Material Test Laboratory Civil Engg Deptt. AMU, Aligarh
9. National Test House Kamala Nehru Nagar, Gaziabad
10. IIT, Delhi
11. Delhi College of Engineering, Delhi
12. Sri Ram Test House, Delhi
13. Faculty of Engineering, Dayalbagh Educational Institute, Dayalbagh, Agra
14. Madhav Institute of Technology, Gwalior
15. Bundel Khand Institute of Technology, Jhansi
16. Forest Research Institute, Dehradun (For wood Work)
17. Any NABL approved laboratory (As per Letter No. 291.W/29/QC/Policy/Works/834 dated 25.04.2025)

3.2 The tenderer shall also furnish an undertaking, that the ballast supply at all times will conform to Specifications for Track Ballast as specified by Railway.

#### 4. METHOD OF MEASUREMENT

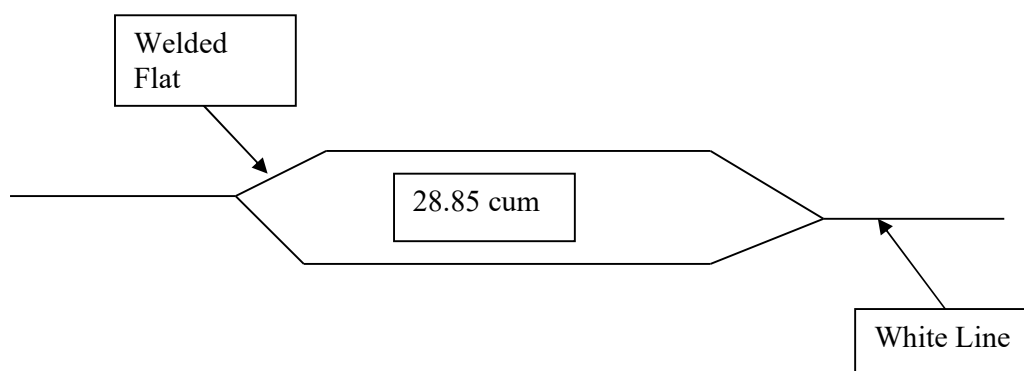
##### 4.1 Stack Measurement

Stacking shall be done on a neat, plain and firm ground with good drainage. The height of stack shall not be less than 1m except in hilly areas where it may be 0.5m. The height shall not be more than 2.0m. Top width of stack shall not be less than 1.0m. Top of stack shall be kept parallel to the ground plane. The side slopes of stack should not be flatter than 1.5:1 (Horizontal: Vertical). Cubical content of each stack shall normally be not less than 30 cum in plain areas and 15 cum in hilly areas.

##### 4.2 Wagon Measurement

4.2.1 In case of ballast supply taken by direct loading into wagons, a continuous white line should be painted inside the wagon to indicate the level to which the ballast should be loaded. The cubical content in cubic meter corresponding to white line should also be painted on both sides outside the wagon.

4.2.2 In addition to painted line, mentioned in Para 4.2.1, short pieces of flats (cut pieces of tie bars or otherwise) with cubical contents punched shall be welded at the center of all the four sides as permanent reference. In case of supply is taken in general service wagon, actual measurements will be taken.



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#### 4.3 Shrinkage Allowance

Payment shall be made for the gross measurements either in stacks or in wagons without any deduction for shrinkage / voids. However, when ballast supply is made in wagons, shrinkage up to 8% shall be permitted at destination while verifying the booked quantities by the consignee.

### 5. SAMPLING AND TESTING

#### 5.1 General

5.1.1 The samples shall be drawn with due diligence and adequate precaution so that they represent the true nature and condition of the ballast.

5.1.2 Being a heterogeneous material, the gradation of ballast loaded in wagons and / or dumped / inserted in the track may not remain same that initially checked in stacks, due to lifting, loading, transportation, unloading etc. Similarly in case of direct loading into wagons, the gradation of ballast at destination may not remain same as that at source, due to loading, transportation etc. Therefore, the samples from wagons and track are not representative samples as far as gradation is concerned. Even in the same stack, results of two checks may not be same.

5.1.3 The samples from a stack taken after lapse of a long period of stacking are not representative samples of the ballast initially supplied in the stack due to settling down of smaller size particles in voids underneath, dirt / dust getting accumulated in the stack, rains etc.

#### 5.2 Sampling Frequency

In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

5.2.1 On supply of the first 100 cum, the tests for Size & Gradation, Abrasion Value, Impact Value and Water Absorption (if prescribed) shall be carried out. Further supply shall be accepted only after this ballast satisfies the specifications for these tests. Railway reserves the right to terminate the contract as per GCC at this stage itself in case of ballast supply fails to conform to any of these specifications.

5.2.2 Subsequent test shall be carried out as follows:

| SN | Type of Tests   | Supply in Stacks                                   | Supply in Wagons   |
|----|---|--|--|
| 1  | (a) Size and Gradation Tests                                    | One for each 100 cum or part thereof in any stack. | One for each 100 cum or part thereof for quantity to be loaded in wagons |
| 2  | (b) Abrasion Value, Impact Value and Water Absorption Value (*) | One test for every 2000 cum supply.                |  |

(\*) These tests shall be done for the purpose of monitoring quality during supply. In case of test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications.

The above tests may be carried out more frequently at the direction of Railway.

5.2.3 All tests for Abrasion Value, Impact Value and Water Absorption should be got done through above mentioned approved laboratories. **All the tests subsequent to award of contract, shall be done at Contractor's cost.**

#### 5.2 Supply at Ballast in stacks

##### 5.2.1 Sampling Procedure

- At the time of formation of stack, sufficient care should be taken to ensure that there is sufficient space around the stack to facilitate movement of JCB / Power Equipments. The length and width of each stack shall be kept in such a way that every part of the stack is accessible to the JCB or Power Equipment, to be deployed the drawing "Samples".
- In case of ballast supply in stacks, three "Samples" each of 0.3-0.5 cum volume, one sample each from two sides and one sample from top after removing outer layer (150-200 mm) should be collected from stack for every 100 cum or part thereof, by JCB or other suitable Power Equipment.

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- (iii) The location (in plan) and depths of sampling points shall be varied for different "Samples" and different stacks in a lot.
- (iv) "Gross Sample" should be prepared by thoroughly mixing the three "Samples" collected as in (ii) above, using JCB bucket or any other suitable Power Equipment, on a clean, flat and hard surface.

**Note:** In exceptional cases of site-specific constraints, approval of Competent Authority (Engineer In-charge) shall be taken prior to invitation of tender, for using manual means for collection and mixing of: Samples", and this should be incorporated in the Tender Document.

- (v) A "Test Sample" of volume 0.027 cum shall be drawn from each of the "Gross Sample", by the method described in Para 5.3.1(iv), for carrying out Size & Gradation tests.
- (vi) Method of drawing "Test Sample" : The ballast in "Gross Sample" shall be scooped into a cone shaped pile by taking care to drop each scoopful exactly over the same spot. After the cone is formed, it shall be flattened by pressing the top of cone with a smooth surface. Then it is cut into quarters by two lines which intersect at right angles at the centre of the cone. The bulk of the sample is reduced by rejecting any two diagonally opposite quarters. The remaining ballast shall be mixed and "Test Sample" shall be drawn for testing. After Drawing "Test Sample", the left over ballast of "Gross Sample" shall be dumped back in the stack.
- (vii) In case clean, flat and hard surface is not available then a tarpaulin or any other suitable sheet may be used on a flat surface for mixing, drawing and sieve analysis of samples.

5.3.2 In case of stacks of volume more than 100 cum, more than one "Test Samples" will be tested for Size & Gradation. In such cases, the sieve analysis results of all the "Test Samples" shall individually conform to the following gradation for acceptance / rejection of the whole work.

- (i) Retention on 20mm Sq. Mesh Sieve shall not be less than 98% for machine crushed ballast (not less than 95% for hand broken ballast).
- (ii) Retention on 40mm Sq. Mesh Sieve Shall be between 40 to 70%.
- (iii) Retention on 65mm Sq. Mesh Sieve shall not be more than 10%.

The full payment/reduced payment for the whole stack, as given in para 2.3, shall be decided based on the average of the sieve analysis results of all the "Test Sample" for a stack.

#### 5.4 **Supply of Ballast in Heaps for loading directly in wagons:**

##### 5.4.1 **Sampling Procedure:**

Samples of Ballast shall be collected from Heaps of Ballast proposed to be loaded in to the Wagons. For this, the contractor shall inform ADEN In-Charge in writing sufficiently in advance before placement of rake, about the locations of Ballast Heaps from where it is to be loaded in to wagons. ADEN In-Charge shall decide the location of Heaps from which sampling is to be done, judiciously covering the entire quantity of Ballast to be loaded in the rake.

5.4.2 Based on the Approx. quantity of Ballast to be loaded in the rake, methodology for sampling of Ballast to be followed shall be the same in Para 5.3.1 and 5.3.2 above.

#### **6.0. Management of Ballast Depot Supply and Training-out**

6.1 For ballast collected in depot, instructions contained in Para 266 of IRPWM regarding register of ballast collection, training out, loading from the depots and quantity trained out should be adhered to.

##### **6.2.0 Method of measurement:**

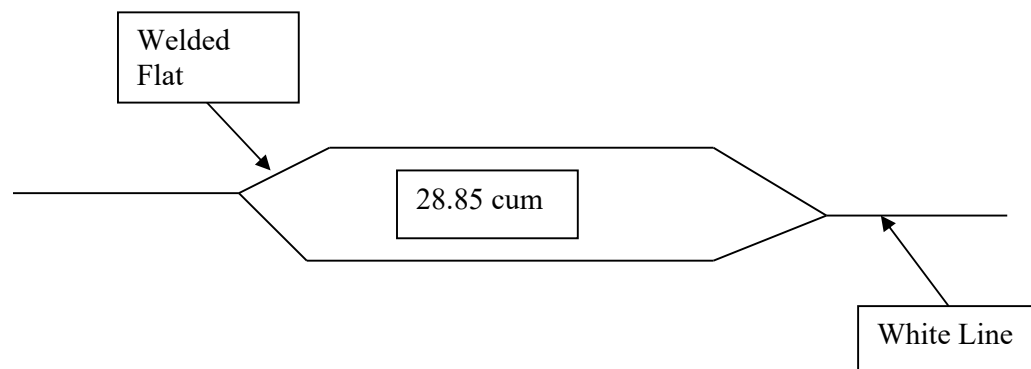
6.2.1 The mode of measurement will be stack measurement. The stacking area shall be level firm and with good drainage and shall cover the entire ballast siding and supply shall be taken in the entire length as per the pre-decided stacking plots. The depot shall have a depot diagram with clear demarcation of plots. Each plot shall be demarcated by erecting a vertical rail post of minimum 3 m heights above the ground level. Its length at the interval of 25 cm shall be marked by paint. Each stack shall be so formed that ratio of longer to smaller side does not exceed 2.5. The height of stack shall not be less than 1.0 m. The side slopes of stack should not be flatter than 1.5:1 (Horizontal: Vertical) and the cubical content of each stack shall not be less than 30 cum in plain areas and 15 cum in hilly areas. Minimum four readings (two at top and two at ground level) each of lengths and widths and eight

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readings of height should be taken and averaged out to calculate volume of the stack. Supply on a plot shall be started only after certification by the ADEN in the ballast passing register based on his personal inspection that all the ballast earlier supplied in the plot has either been trained out or a separate stack has been formed out of left over ballast in the depot and measured and marked accordingly in the depot ballast register as well as in the measurement Book.

- 6.2.2 All depots shall have the ballast testing facilities to check the physical properties of the ballast at the required frequency. However, if the testing facility is not available at depot, the testing shall be got done at the approved laboratories as mentioned in para 2.2.3.
- 6.2.3 At the time of start of loading of ballast into wagons (ballast hoppers), there should not be any disturbed stack in the depot. Ballast shall be loaded into wagons to their loading capacity and up to the line of loading marked with a continuous white paint inside the wagons. The white line marked inside the wagon is to indicate the level to which ballast should be loaded. The measurement of ballast shall also be taken in the wagon and cubical content in cubic meter corresponding to the top level of the ballast line shall be worked out as per the standard inside dimensions of the wagon. In addition to painted line, short pieces of flats with cubical contents punched shall be welded at the center of all the four sides as permanent reference. The cubical content in cubic meter corresponding to white line should also be painted on outside the wagon after joint verification by contractor(s) and Assistant Divisional Engineer. The joint statement showing the dimension and cubical content shall also be test checked by DEN/ Sr. DEN In-charge of depot before commencement of the first loading. This statement shall be entered in measurement book also and should be signed by contractor(s) or his authorized representative, permanent way inspector and Assistant Divisional Engineer and counter signed by DEN/ Sr. DEN.



- Payment shall be made for the gross measurement in stacks without any deduction for shrinkage/voids. However, shrinkage up to 8% shall be permitted at destination while verifying booked quantities by the consignee.
  - The measurement shall be taken for each wagon and recorded in measurement book. If any wagon is found to be under loaded i.e. not loaded up to the loading line marked on the wagon, the contractor(s) should load immediately. Detention of the wagons on this account will be counted in the loading time allowed to the contractor(s).
- 6.2.4 On the day of measurement of fresh stacks, the approved depot/zone sketch shall be augmented by SSE/JE in charge of the depot with the following colours/hatching.
- Stacks measured on date and yet to be paid for,
  - Stacks measured earlier and paid. This should include restacking of left over ballast in the depot after last training-out to be carried out by the Contractor(s) at his own cost.
- Besides signature by SSE/JE, the sketch should be got signed by authorized representative of the Contractor and ADEN, duly certifying that position of stacks on the date of measurement has been correctly incorporated. Availability of the aforesaid augmented depot sketch shall be a pre-requisite for processing of the bill for payment in the Divisional Office.
- 6.2.5. The measurement in wagons has to be done by SSE/JE in-charge of the ballast depot. The measurement along with the test results of each stack shall be entered in the measurement book. ADEN in-charge of depot will carry out the 100% test check. He will also ensure that mandatory

testing of properties of the ballast has been done and ballast confirms to the specifications specified DEN/Sr. DEN in-charge of the depot shall exercise 10% test check, both on quantity and quality before passing the bills. At least 33% of the bills should be covered by the test check to be carried out at the Sr. DEN/DEN level Bills should preferably be checked keeping an element of surprise but at no stage, more than three bills should be missed in continuation. The Sr. DEN/DEN can also carry out test check en-route or at unloading point if he is unable to do at depot. For this purpose, he shall advise ADEN in-charge of the depot in writing before departure of the rake.

**6.2.6.** ADEN in-charge of depot shall not train out the ballast till he has test checked stack measurements, made the bill and sent it to Sr. DEN/DEN and a lapse of further 7 days after receipt of bill in Sr. DEN/DEN office. Sr. DEN/DEN in-charge of the section shall fax the details to Dy. CVO/Engg. Immediately, once he has received the bill Dy. CVO/Engg. or his representative may check the ballast stacked with in the mandatory period of 7 days before training out. Dy.CVO/Engg. or his representative may also check the measurement/quality of ballast in the hoppers, either at depot or en-route or just before unloading.

**6.2.7.** For training out of the ballast from the depots, a minimum period of 7 day after receipt of bill in Sr. DEN/DEN office is required to be lapsed before training out of the ballast. For training out, the approval of Sr. DEN/DEN is to be obtained by ADEN in charge of the depot in writing. In case DEN/Sr. DEN chooses to recommend training out earlier than 7 days he may seek written approval of Sr. DEN/Co, but not for earlier than 3 days. Approval of CTE through Sr. DEN/Co for training out earlier than 3 days with proper justification will be required. A copy of such request should also be faxed to Dy. CVO/Engg.

**6.2.8.** The details of measured ballast stacks shall be entered in a stack Measurement Register/Ballast passing register, which should have columns for measurements and properties, check by SSE/JE, ADEN/DEN and DEN/Sr. DEN. The register shall be an authentic initial record in the form of measurement book with machine numbered pages and instruction for preservation custody etc. Manuscript ruled registers should be used by proper machine numbering the pages. The ballast passing register should bear the following information.

I. Reference to Agreement No.

II. Date of measurement.

III. Stack No.

IV. Measurement as recorded indicating the different dimensions and volume.

V. Result of physical properties test.

VI. Result of the quantity check and qualitative checks.

There should be no overwriting in the register, if any correction is required, the old entry should be struck off by drawing a line and a fresh entry made and initialed. No blank line should be left while recording. The recordings done at a time should be properly boxed by drawing a line at the start and close of the measurements. All entries passed in ballast passing register should be entered in Measurement Book, which shall form the basis for the contractor's bill.

**6.2.9.** No measurement should be done for part stack(s). After measurement of a stack is done, it should not be disturbed except for training out or for restacking of left out ballast in the depot after last training out by hoppers.

**6.2.10.** The contractor or his authorized representative shall sign the ballast passing register as well as the measurement book in token of acceptance of measurements taken by ADEN. After the stack is passed and measured, the stack number should be clearly marked on the stack either by lime or by placing a board. In addition, lime should be sprinkled along all the edges of the stack to indicate that the stack has been accepted.

**6.2.11.** In another register i.e. Ground Balance Register, the quantity of ballast measured in each plot should be entered. After subsequent training out of ballast from a plot, the successive reducing balances in that plot should be reflected date-wise. For the quantities loaded, the reference of challan No. should be shown. After the entire quantity in plot has been trained out, the ground balance should be reduced to zero and the plot shown as vacant. Further stacking at the plot can start only after permission by ADEN, when training out of entire ballast in the depot except small quantity of ballast left out after last training out by hoppers, which should be restacked properly and measured.

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**6.2.12** The bills for payments to the contractors should be prepared on the basis of the measurements recorded in the Measurement Book. The frequency of the preparation of bills can be flexible depending upon the quantities supplied by the contractor, his financial soundness and administrative conveniences etc. The attempt should be to pay the contractors regularly with about 2 bills per month

**6.3 Sampling and Testing:**

6.3.1 A minimum of one sample of ballast for sieve analysis shall be taken for measurement done on any particular date from each stack.

6.3.2 The test viz. determination of Abrasion Value, Impact Value and Water Absorption should be got done in the laboratory through approved laboratories as per the discretion of the engineer in-charge or his authorized representative. List of the approved laboratories is as under:

- 01 : Moti Lal Nehru National Institute of Technology, Allahabad
- 02 : Institute of Engineering and Rural technology, Allahabad
- 03 : CSP/N.C. Railway/Subedarganj, Allahabad
- 04 : IIT (BHU), Varanasi
- 05 : KNIT, Sultanpur
- 06 : HBTI, Kanpur
- 07 : IIT, Kanpur
- 08 : Material Test Laboratory Civil Engg. Deptt. AMU, Aligarh
- 09 : National Test House Kamla Nehru Nagar, Gaziabad
- 10 : IIT, Delhi
- 11 : Delhi College of Engineering, Delhi
- 12 : Sri Ram Test House, Delhi
- 13 : Faculty of Engineering, Dayalbagh Educational Institute, Dayalbagh, Agra
- 14 : Madhav Institute of Technology, Gwalior
- 15 : Bundel Khand Institute of Technology, Jhansi
- 16 : Forest Research Institute, Dehradun (For wood Work)
- 17 : Any NABL approved laboratory (As per Letter No. 291.W/29/QC/Policy/Works/834 dated 25.04.2025)

6.3.3 In order to ensure supply of uniform quality of ballast, the following norms shall be followed in respect of sampling, testing and acceptance.

(a) On supply of the first 100 cum, the tests for size, gradation, Abrasion Value, Impact Value and Water Absorption shall be carried out. Further supply shall be accepted only after this ballast satisfies the specifications for these tests. Railway reserves the right to terminate the contract as per GCC at this stage itself in case the ballast supply fails to confirm with any of the specifications.

| SN | Type of testing  | Frequency   |
|----|--|---|
| 1  | Size and gradation test                                | One for each 100 cum or part thereof, of a stack. |
| 2  | Abrasion Value, Impact Value and Water Absorption test | One test for every 2000 cum supply.               |

(b) Subsequent test shall be carried out as follows:

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- (c) Adequate quantity of ballast from different parts of a stack to be collected randomly and mixed properly to obtain a representative sample of stack. This sample should be put up in a wooden box of internal dimension 0.3m x 0.3m x 0.3m for each 100 Cum. Or part thereof, of a stack, and tested for size and gradation. At every 2000 Cum. Of supply Abrasion Value, Impact Value and water Absorption test shall be done by drawing the ballast from the aforesaid representative sample.
- (d) These tests shall be done for the purpose of monitoring quality during supply. In case of the test results not being as per the prescribed specifications at any stage, further supplies shall be suspended till suitable corrective action is taken and supplies ensured as per specifications.
- (e) The above tests may be carried out more frequently if warranted at the discretion of Engineering in charge or his authorized representative.

#### **6.4.0 Loading time:**

- 6.4.1 A rake of minimum 30 and preferably 40 (or more) ballast hoppers shall be placed in the ballast depot siding. Contractor(s) should keep sufficient stock of ballast as per the loading arrangement. Contractor(s) should keep adequate loading arrangement to load the entire rake within 8-12 hrs. of day time based on composition of rake, which will be free loading time (day time considered from sun rise to sun set).
- 6.4.2 An advance intimation of at least 6 hours for placement of rake shall be given by the Railway representative and the same should be entered in the register at least 6 hrs. in advance.
- 6.4.3 In case the rake is placed having composition of 30 ballast hoppers or less the free loading time will be 8 hrs. (in day time). The loading time for a rake of more than 30 and up to 40 ballast hoppers shall be 10 hrs. and the loading time for a rake of more than 40 ballast hoppers shall be 12 hrs.
- 6.4.4 Any delay in loading the rake up to the required line of loading into ballast hoppers within free loading time shall be on contractor(s) account and a penalty equivalent to demurrage charges prevailing as per Railway's rules during the currency of the contract shall be recovered from the contractor(s) for the entire rake of ballast hoppers. The contractor(s) will not have the privilege of seeking waiving of the demurrage charges. **"This should form part of every ballast tender/contract."**
- 6.4.5 On the day of measurement of fresh stacks, the approved depot/zone sketch shall be augmented by SSE/JE in charge of the depot with the following colours/hatching.
  - i) Stacks measured on date and yet to be paid for,
  - ii) Stacks measured earlier and paid. This should include restacking of left over ballast in the depot after last training-out to be carried-out by the contractor(s) at his own cost.

Besides signature by SSE/JE, the sketch should be got signed by authorized representative of the contractor and ADEN, duly certifying that position of stacks on the date of measurement has been correctly incorporated. Availability of the aforesaid augmented depot sketch shall be a pre-requisite for processing of the bill for payment in the Divisional Office.

- 6.4.6 The measurement in wagons has to be done by SSE/JE in-charge of the ballast depot. The measurement along with the test results of each stack shall be entered in the measurement book. ADEN in-charge of depot will carry out the 100% test check. He will also ensure that mandatory testing of properties of the ballast has been done and ballast confirms to the specifications specified. DEN/Sr. DEN in-charge of the depot shall exercise 10% test check on both quantity and quality before passing the bills. At least 33% of the bills should covered by the test check to be carried out at the Sr. DEN/DEN level. Bills should be preferably be checked keeping an element of surprise but at no stage more than three bills should be missed in continuation. The DEN/Sr. DEN can also carry out test check en-route or at unloading point if he is unable to do at depot. For this purpose, he shall advise ADEN in-charge of the depot in writing before departure of the rake.
- 6.4.7 ADEN In-Charge of depot shall not train out the ballast till he has test checked stack measurements, made the bill and sent it to Sr. DEN/DEN a laps of further Seven days after receipt of bill in Sr. DEN/DEN office. Sr. DEN/DEN In-Charge of the section shall fax the details to Dy. CVO/Engg. Immediately, once he has receipt the bill. Dy. CVO/Engg. Or his representative may check the ballast stack within the mandatory period of Seven days before training out. Dy. CVO/Engg. Or his representative may also check the measurement/quality of the ballast in the hoppers, either at depot or in-route or just before unloading.

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- 6.4.8 For training out of the ballast from the depots, a minimum period of Seven days after receipt of bill in Sr. DEN/DEN office is required to be lapsed before training-out of the ballast. For training out, the approval of Sr. DEN/DEN is to be obtained by ADEN in-charge of the depot in writing. In case DEN/Sr.DEN chooses to recommend training out earlier than Seven days, he may seek written approval of Sr. DEN/Co., but not for earlier than three days. Approval of CTE through Sr. DEN/Co. for training out earlier than three days with proper justification will be required. A copy of such request should also be faxed to Dy. CVO/Engg.
- 6.4.9 The details of measured ballast stacks shall be entered in a Stack Measurement Register/Ballast passing register, which should have columns for measurements and properties, check by SSE/JE, ADEN/DEN and DEN/Sr.DEN. The register shall be an authentic initial record in the form of measurement book with machine numbered pages and instruction for preservation custody etc. Manuscript ruled registers should be used by proper machine numbering the pages. The ballast passing register should bear the following information:
- i) Reference to Agreement No.
  - ii) Date of measurement.
  - iii) Stack No.
  - iv) Measurement as recorded indicating the different dimensions and volume.
  - v) Result of physical properties test.
  - vi) Results of the quantity check and qualitative checks.
- There should be no overwriting in the register, if any correction is required, the old entry should be struck off by drawing a line and a fresh entry made and initialed. No blank line should be left while recording. The recordings done at a time should be properly boxed by drawing a line at the start and close of the measurements. All entries passed in ballast passing register should be entered in Measurement Book, which shall form the basis for the contractor's bill.
- 6.4.10 No measurement should be done for part stack(s). After measurement of a stack is done, it should not be disturbed except for training out or for restacking of left out ballast in the depot after last training-out by hoppers.
- 6.4.11 The contractor or his authorized representative shall sign the ballast passing register as well as the measurement book in token of acceptance of measurements taken by ADEN. After the stack is passed and measured, the stack number should be clearly marked on the stack either by lime or by placing a board. In addition, lime should be sprinkled along all the edges of the stack to indicate that the stack has been accepted.
- 6.4.12 In another register i.e. Ground Balance Register, the quantity of ballast measured in each plot should be entered. After subsequent training out of ballast from a plot, the successive reducing balances in that plot should be reflected date-wise. For the quantities loaded, the reference of challan No. should be shown. After the entire quantity in plot has been trained out, the ground balance should be reduced to zero and the plot shown as vacant. Further stacking at the plot can start only after permission by ADEN, when training out of entire ballast in the depot except small quantity of ballast left out after last training-out by hoppers, which should be restacked properly and measured.
- 6.4.13 The bills for payments to the contractors should be prepared on the basis of the measurements recorded in the Measurement Book. The frequency of the preparation of bills can be flexible depending upon the quantities supplied by the contractor, his financial soundness and administrative conveniences etc. The attempt should be to pay the contractors regularly with about 2 bills per month.

## **7. Procedure of movement of ballast rakes and their accountal:**

In order to streamline the procedure of movement of ballast DMTs and the verification of the challans thereof, the following action shall be taken.

- (a) The office of SSE/JE in charge shall prepare the ballast challan on the prescribed performa (form E-1332) in 06 copies. One copy shall remain in the file of the concerned SSE/JE in charge as the office copy. One copy shall be handed over to the ASM of station ballast depot, who shall hand it over to the Guard working on the ballast DMT. The remaining 04 copies of challan shall be later got verified from the consignee SSE/JE in charge. One copy shall be

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retained by consignee, one copy shall be retained by ADEN/ballast, one copy sent to the office of Sr. DEN and the last copy sent along with the Final bill of the concerned supplier.

- (b) The Guard working the Ballast DMT shall hand over the copy of the Challan given to him to the SSE/JE (P-Way) where the Ballast DMT is unloaded. It is the responsibility of the Consignee or his representative to make contact with the Guard for collecting this copy of challan. In case the Consignee or his representative does not collect the copy of this challan, the Guard shall hand it over to the SM of any of the either end block station where the DMTs is unloaded. The SM in turn shall send a Control message to Divisional Engg control that the ballast challan is in his custody and has not been collected by the SSE/JE P-Way in whose jurisdiction ballast has been unloaded.
- (c) After receiving the Ballast challan, if the consignee finds that the quantities entered for any wagon (s) in the ballast challan do not match the loading condition of the wagon actually, he shall note the actual quantities on the copy of the challan, intimate the consignor, his senior and consignors' seniors right away.
- (d) Similarly, in case a consignee is not able to unload any or some wagons due to whatsoever reason and the ballast in these wagons is sent back along with the DMT, he shall note such quantities in the copy of challan. This copy of the challan shall thus help in verifying the ballast challans.
- (e) The challans finally verified, test checked and accepted by the receiving SSE/JE concerned and the contractor or his authorized representative shall then be sent to the ADEN in charge of the depot. The final payments for supplying and loading shall be based on the lower of the measurements viz the measurement taken at the originating depot and the measurement by the consignee.
- (f) In case, there is a dispute regarding the quality of ballast between the receiving ADEN and ADEN in-charge of the ballast depot at which ballast is loaded, the matter should be referred to DEN/Sr. DEN in-charge of the depot whose decision as regards the quality shall be final. In all such cases, the hoppers/wagons should not be unloaded directly on to the track but shall either be kept under load for inspection of the DEN/Sr. DEN or the ballast shall be unloaded and kept separately in stacks at some convenient place to facilitate inspection by DEN/Sr. DEN.
- (g) Within one day of a DMT having been dispatched, SSE/JE (consignor) shall send 4 copies of Ballast challans for verification. The Consignee PWI shall promptly verify such ballast challans. These 4 challans shall be disposed in the manner mentioned in para 7 (a) above.

## **8.0 Management of Ballast Rakes:**

- 8.1 A trained mechanic cum blacksmith preferably from mechanical department chargeable to engineering department may be kept in each depot for ensuring proper door opening and closing, greasing, attending to small repairs in consultation with Sr. DME of the division. For this, if required, work charged posts for the staff and also provision for consumables may be kept sufficiently at each depot. The blacksmith shall accompany the ballast rake. It will be desirable that a crew rest van/second class coach is made a standard part of ballast rake composition to provide travelling and resting facility for blacksmith, relief guard and driver, trackmen required for unloading and other relevant staff.
- 8.2 There shall be a temporary site office, crew rest room, store room with required infrastructure at each ballast depot. The site office should have a computer, fax, printing facility and DOT/Railway telephone.
- 8.3 Timely examination of ballast hopper by TXR at nominated places preferably at depot itself is to be ensured. The ballast rake must be manned by guard. The break power must be checked by driver.
- 8.4 The timely intimation for placement of empty rake as per the contractual condition shall be given to the contractor or his supervisor representative to keep the ballast and loading arrangements in position so that loading can be completed within the free time allowed.
- 8.5 The requirement of ballast to be unloaded in each TP shall be assessed correctly by SSE/JE of the section in advance and clear signals should be shown to driver to stop at exact required locations.
- 8.6 The proper functioning of doors i.e. proper closing and easy opening should be ensured in advance. For any deficiency like not closing of the door or not opening of the door should be attended in advance and if still some deficiencies is left, the SSE(P-Way) depot shall be held responsible.
- 8.7 The SSE/JE in whose jurisdiction ballast is to be unloaded should explain in advance to mate, keyman, trackmen, driver and guard about the location and safe working of ballast train before entering into

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block section for unloading from the adjacent section. Door flats of ballast hoppers should be opened slowly to avoid sudden discharge and thereby heaping of ballast. SSE/JE must move along with ballast train while ballast is being unloaded and instruct the staff on train as per need using walkie-talkie sets. The ballast train shall not be moved at a speed higher than 8 to 10 kmph while unloading the ballast. The ballast train shall move only in one direction and no pushing back should be done. The ballast train shall not be stopped while unloading is in progress in case, due to unavoidable circumstances, the ballast train has stopped in the process of unloading, it should not start unless the ballast is cleared from the track and there is no infringement for tits movement. Ballast shall not be unloaded on and near level crossing point and crossing and girder bridges. Ballast train should not work after sunset and don foggy days. Uneven unloading must be avoided.

#### **9.0 Management of Cess supply and training out of Ballast:**

- 9.1 For ballast collection along cess and spreading, instruction as given in Para 267 of IRPWM should be adhered to.
- 9.2 Stacking area should be level, firm and with good drainage. Written permission for stacking shall be certified by ADEN (test checked at times by Sr. DEN/DEN) on the ballast passing register. Each stack shall be so formed so that ratio of longer to smaller side does not exceed 2.5 except for area where there is constraint of land width in which case the ratio up to 3.5 may be permitted. The height of stack shall not be less than 1.0 m except in hilly areas where it may be 0.5 m. The height of stack shall not be more than 2.0m. The side slopes of stack should not be flatter than 1:5:1 (Horizontal-Vertical) and the cubical content of each stack shall not be less than 30 cum in plan areas and 15 cum in hilly areas. Minimum four readings (two at top and two at ground level) each of lengths and widths and eight readings of height should be taken and averaged out to calculate volume of the stack.
- 9.3 The plots for ballast stacks should be selected by SSE/JE in-charge and approved by ADEN and should be on level ground land at such locations from where lifting and leading of the ballast into the track requires minimum effort. The supply contractor should level the area (if required) at his own cost before stacking the ballast.
- 9.4 The quantity of ballast required in a TP length should be properly assessed in advance and should form a part of tender schedule and contractor is required to supply the quantity with a margin of + 15% to avoid unnecessary lead.
- 9.5 The collection and stacking of ballast should be complete in all respect in a TP length before measurements are taken i.e. measurement for ballast supplied in a particular TP length shall be taken only once during the currency of a contract. Further collection, stacking and measurement of ballast for one block section must be completed before order for putting into track can be issued by DEN/Sr. DEN.
- 9.6 In case of cess supply, cess supply sketch similar to depot sketch shall be drawn by SSE/JE in-charge of the section. The diagram shall reflect all the stacks available on the section clearly indicating the following by different colour/hatching.
  - i) Sketch measured on that date and yet to be paid for,
  - ii) Stacks measured earlier and paid
  - iii) Stacks where the supply is in progress.

These diagrams shall also be signed by contractor's representative and ADEN duly certifying the position of stacks on the date of measurement is correctly incorporated in the diagram. Availability of cess supply diagram shall be pre-requisite for processing of the bill for payment in the Divisional Office.

All initial measurements of ballast stacks can be recorded by SSE/JE holding independent charge as per existing instructions subject to 100% check of these measurements to be exercised by the Assistant Divisional Engineer, both in respect of stack measurements as well as quality checks. Sr. DEN/DEN, who is the bill passing officer, shall exercise 10% check, both in respect of stack measurement and quality before passing the bills. At least 33% of the bills should be covered by the test check to be carried out at the Sr. DEN/DEN level. Bills should preferably be checked keeping an element of surprise but at no stage, more than three bills should be missed in continuation.

- 9.7 For the supplies taken along the cess, ballast passed by the AEN should not be put into the track till the bill is passed by the Sr. DEN/DEN and a lapse of further Seven days and after passing of bills and the ballast is accounted for in the ballast ledger by the subordinate in-charge. Sr. DEN/DEN in-charge of the section shall fax the details to Dy. CVO/Engg immediately, once the bill is received in his office. Dy. CVO/Engg or his representative may check the ballast stacks, before commencement of spreading of ballast in the track. In case DEN/Sr. DEN choose to recommend spreading of ballast earlier than Seven

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days of passing of the bill, he may seek written approval of Sr. DEN/Co. for spreading of ballast but not earlier than three days approval of CTE through Sr. DEN/Co. for spreading of ballast earlier than three days after passing of bill be required. A copy of such request should also be faxed to Dy. CVO/Engg.

- 9.8 There should be a buffer of at least one Km. between the location of collection and training out of ballast. Any deviation of the stipulations shall not be allowed except by specific written approval of the Sr.DEN/Co. for the reasons to be recorded in writing and if he is the passing officer for payments, then deviation being approved by CTE.
- 9.9 On Construction projects and special works, sub-overseer Mistries cannot record measurements. Inspector of Works and Permanent Way Inspectors cannot record measurement for the supply of ballast, pitching stones and earth work. For all other works, Inspectors of Works and Permanent Way Inspectors in Grade I and II can record measurements up to a value of Rupees One lakh, subject to a 20% test check by the Assistant Engineer. Measurement of ballast and pitching stones, classification of ballast and measurement for earth work will be done by the Assistant Engineer.

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**Aggregate Abrasion Value**  
(Based on IS : 2386 Part IV – 1963)

**1. Apparatus**

- 1.1 The abrasion test for track ballast shall be carried out using Los-Angeles machine as per fig – 1.
- 1.2 The abrasive charge shall consist of 12 no's cast iron or steel spheres approx. 48mm dia and each weighing between 390 and 445 gm ensuring total weight of charge as  $5,000 \pm 25$  gm.
- 1.3 IS sieves of sizes 50mm, 40mm, 25mm and 1.70mm.
- 1.4 Drying Oven

**2. Test Sample**

- 2.1 The test sample of 10000 gm shall consist of clean ballast conforming to the following grading:

- |   |   |           |
|---|---|-----------|
| (a) Passing 50mm and retained on 40mm square mesh sieve | - | 5,000 gm@ |
| (b) Passing 40mm and retained on 25mm square mesh sieve | - | 5,000 gm@ |

@ Tolerance of  $\pm 2$  % permitted.

- 2.2 The sample shall be dried in oven at 100 - 110°C to a constant weight and weighed (Weight "A").

**3. Test Procedure**

The test sample and the abrasive charge shall be placed in the Los-Angeles abrasion testing machine and the machine rotated at a speed of 20-33 revolutions / minute for 1000 revolutions. At the completion of test, the material shall be discharged and sieved through 1.70mm IS sieve.

**4. Analysis and reporting of the Result**

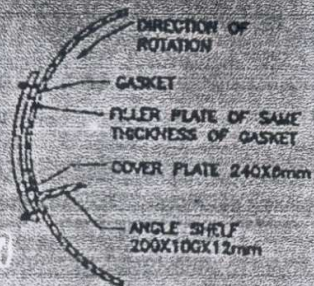
- 4.1 The material coarser than 1.70 mm IS sieve shall be washed, dried in oven at 100 - 110°C to a constant weight and weighed (weight B).
- 4.2 The proportion of loss between Weight "A" and Weight "B" of the test sample shall be expressed as a percentage of the original weight of the test sample. This value shall be reported as:

$$\text{Aggregate Abrasion Value} = \frac{A - B}{A} \times 100$$

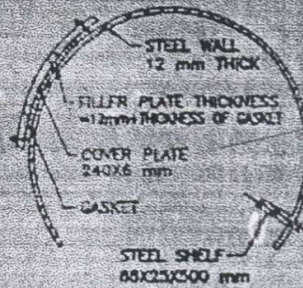
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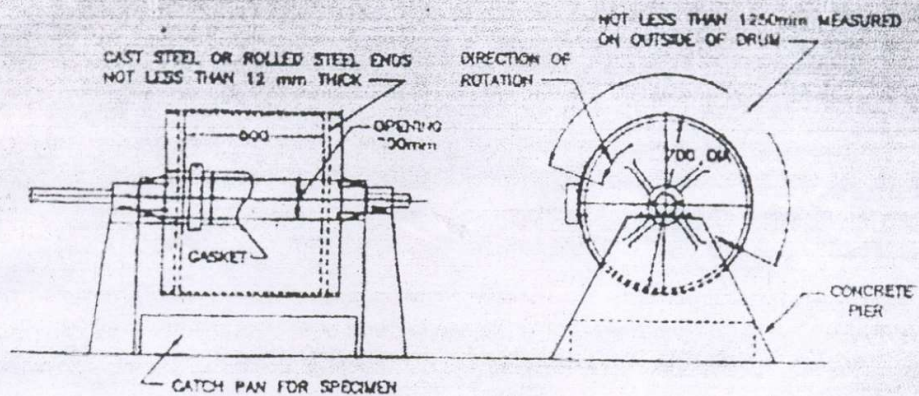
FIG.-1



ALTERNATIVE DESIGN  
OF ANGLE SHELF



PREFERRED DESIGN OF  
PLATE SHELF AND COVER



NOTE 1 - SHAFT BEARING WILL BE MOUNTED ON CONCRETE PIERS OR OTHER RIGID SUPPORTS

NOTE 2 - REQUESTED HORSE POWER FOR MOTOR IS NOT LESS THAN ONE

ALL DIMENSIONS ARE IN MILLIMETRES

# LOS ANGELES ABRASION TESTING MACHINE



**Aggregate Impact Value**  
**(Based on IS : 2386 Part IV – 1963)**

1. Apparatus

The apparatus shall consist of the following:-

- (a) Impact testing machine conforming to IS:2386 Part IV – 1963 as per fig. – 2.
- (b) IS Sieves of sizes 12.5mm, 10mm and 2.36mm.
- (c) A cylindrical metal measure of 75mm dia. and 50mm depth.
- (d) A tamping rod 10mm circular cross section and 230mm length, rounded at one end.
- (e) Drying oven.

2. Test Sample

2.1 The test sample shall be prepared out of track ballast so as to conform to following grading:

- (a) Passing 12.5mm IS sieve - 100 %
- (b) Retention 10mm IS sieve - 100 %

2.2 The sample shall be oven dried for 4 hours at a temperature of 100 - 110°C and cooled.

2.3 The measure shall be filled about one third full with the prepared aggregate and tamped with 25 strokes of the tamping rod. A further similar quantity of aggregate shall be added and a further tamping of 25 strokes given. The measure shall finally be filled to overflowing tamped 25 times and the surplus aggregate struck off, using and tamping rod is a straight edge. The net weight of the aggregate in the measure shall be determined to the nearest gm. (Weight "A").

3. Test Procedure

3.1 The cup of impact testing machine shall be fixed firmly in the position on the base of the machine and the whole of the test sample placed in it and compacted by 25 strokes of the tamping rod.

3.2 The hammer shall be raised 380mm above the upper surface of the aggregate in the cup and allowed to fall freely on the aggregate. The test sample shall be subjected to a total of 15 such blows, each being delivered at an interval of not less than one second.

4. Analysis and Reporting of the result

4.1 The sample shall be removed and sieved through 2.36mm IS sieve. The fraction passing through shall be weighed (Weight "B"). The fraction retained on the sieve shall also be weighed (Weight "C") and if the total weight (B+C) is less than the initial weight (Weight "A") by more than one gm, the result shall be discarded and a fresh test made.

4.2 The ratio of the weight of the fines formed to the total sample weight shall be expressed as a percentage.

$$\text{Aggregate Impact Value} = B/A \times 100$$

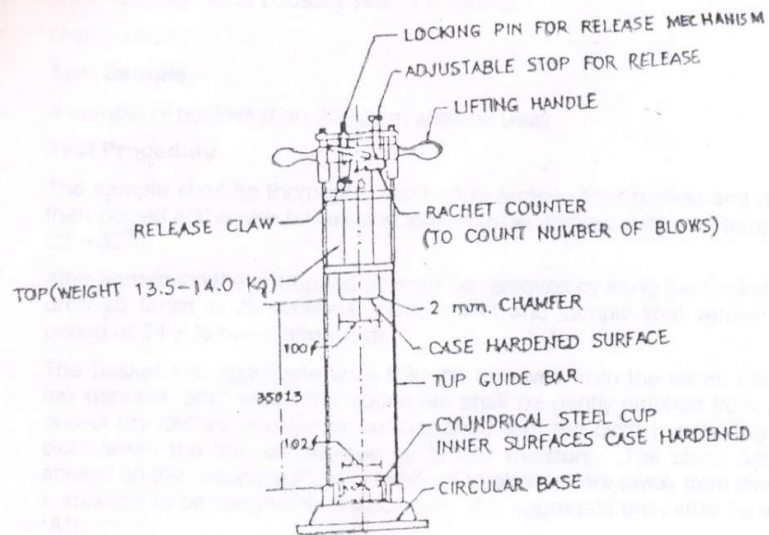
4.3 Two such tests shall be carried out and the mean of the results shall be reported to the nearest whole number as the Aggregate Impact Value of the tested material.

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FIG - 2



ALL DIMENSIONS ARE IN MILLIMETRES.

# AGGREGATE IMPACT TEST MACHINE.

**Water Absorption**  
**(Based on IS: 2386 Part IV – 1963)**

**1. Apparatus**

The apparatus shall consist of the following:

- (a) Wire Basket – Perforated, electroplated or plastic coated, with wire hangers for suspending it from the balance.
- (b) Water tight container for suspending the basket.
- (c) Dry soft Absorbent cloth 75 X 45 cm size 2 No's.
- (d) Shallow Tray of minimum 650 square cm area.
- (e) Air tight container of capacity similar to basket.
- (f) Drying Oven.

**2. Test Sample**

A sample of not less than 2000 gm shall be used.

**3. Test Procedure**

- 3.1 The sample shall be thoroughly washed to remove finer particle and dust, drained and then placed in the wire basket and immersed in distilled water at a temperature between 22 – 32°C.
- 3.2 After immersion the entrapped air shall be removed by lifting the basket and allowing it to drop 25 times in 25 seconds. The basket and sample shall remain immersed for a period of  $24 \pm \frac{1}{2}$  hours afterwards.
- 3.3 The basket and aggregate shall then be removed from the water, allowed to drain for few minutes, after which the aggregate shall be gently emptied from the basket on to one of dry clothes and gently surface dried with the cloth transferring it to second dry cloth when the first will remove no further moisture. The stone aggregate shall be spread on the second cloth and exposed to atmosphere (away from direct sunlight) until it appears to be completely surface dry. The aggregate then shall be weighed (Weight "A").
- 3.4 The aggregate shall then be placed in an oven at a temperature of 100 - 110°C for 24 hours. It shall then be removed from oven, cooled and weighed (Weight "B").

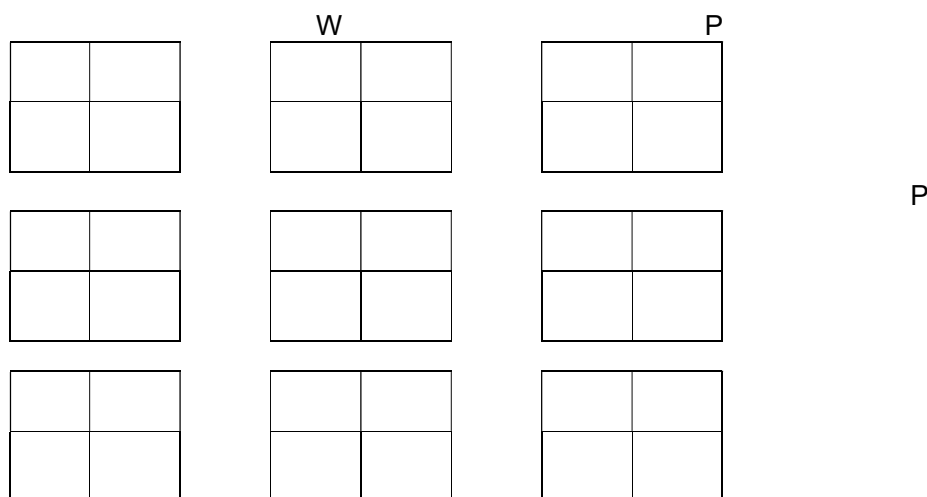
**4. Analysis and Reporting of the Result**

Water Absorption =  $(A-B)/B \times 100$

- 4.1** Two such tests shall be made and individual and mean results shall be reported.

**Specification of Test Sieves used for Sieve Analysis of Ballast.**

- The test sieves shall be perforated plate sieve type with square holes / apertures, mounted on a frame. The test sieves are designated by the nominal size of holes / apertures.
- Material of Perforated Plate:** The perforated plate for test sieves shall be manufactured from Brass Sheet or Steel Sheet or Stainless-Steel Sheet or Galvanized Steel Sheet or Electroplated Steel Sheet.
- Plate Thickness:** The thickness of plate used for making test sieve and the tolerance permitted for this shall be as following:  
**For 65mm Square Mesh Sieve – 3mm (Plus 1.0mm Minus 0.5mm)**  
**For 40mm Square Mesh Sieve – 2mm (Plus Minus 0.5mm)**  
**For 20mm Square Mesh Sieve – 2mm (Plus Minus 0.5mm)**
- Arrangement of Holes / Apertures:** The square holes / apertures of size “W” in the perforated plate shall be arranged at Pitch “P” as per sketch given below:



- Sieve Opening Size, Pitch of Openings and tolerances :** The nominal size of individual hole / aperture at mid section (W), the pitch of holes / apertures (P) and permissible tolerance for them shall be as under :

| Test Sieve of Square Mesh | W            |              | P        |                           |
|---------------------------|--------------|--------------|----------|---------------------------|
|                           | Nominal Size | Tolerance    | Distance | Tolerance                 |
| 65 mm                     | 65 mm        | ( ± ) 1.5 mm | 80 mm    | (+) 12.0 MM<br>(-) 8.0 MM |
| 40 mm                     | 40 mm        | ( ± ) 1.5 mm | 50 mm    | (+) 7.5 MM<br>(-) 5.0 MM  |
| 20 mm                     | 20 mm        | ( ± ) 1.0 mm | 25 mm    | (+) 4.0 MM<br>(-) 2.5 MM  |

- Sieve Frame:** The frame of test sieves shall be manufactured from Hardwood or Steel sheet or Brass sheet. The internal size of the frame (i.e. clear size of perforated plate mounted on frame) shall not be less than 100 cm in length, 70 cm in breadth and 10 cm on height on sides.
- Making on test sieves:** A label shall be fixed to the frame of each sieve, legibly marked with following information:
  - Nominal aperture Size.
  - Material of perforated plate.
  - Material of sieve frame,
  - Maker's name or Trademark, and
  - An Identification Number for the sieve.

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***Extract of the General Condition of Contract of North Central Railway 2022  
(Clause 63 and 64 pertaining to Settlement of Disputes)***

***SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION  
RULES***

**63. Conciliation of Disputes :**

- (i) **This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.**
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) **The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.**

**63.1 Matters Finally Determined by the Railway:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 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.

**63.2.1 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.

**63.2.2** 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.

**63.2.3** 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.

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- 63.2.4** 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.
- 63.2.5** 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.”*
- 63.2.6** 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.
- 63.2.7** 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.
- 63.2.8** 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.
- 63.2.9** 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.
- 63.2.10** 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.
- 63.2.11** 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.
- 63.2.12** The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- 63.2.13** The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.
- 63.2.14** 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)(a) :** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

**64.(1)(i)(d) :** Inclusion of arbitration clauses covering disputes with a value exceeding Rs. 10 crore, should be based on careful application of mind and recording of reasons and with the approval of an officer not below the rank of Senior Administrative Grade (SAG) or the Accepting Authority of the tender whichever is higher.

**64.(1)(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of

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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 nonpayment 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) :**

**64.(3)(a):** The Arbitral Tribunal shall consist of a panel of three arbitrators. General Manager/Additional General Manager will appoint two arbitrators, one railway nominee and other from among the contractor's nominee. Contractor can recommend his nominee either from approved panel of Railways or from approved panel of Indian Council of Arbitration (ICA) within 30 days from the date of dispatch of approval of written and valid acceptance of demand for arbitration by the General Manager/Additional General Manager.

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

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

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-

i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: <https://icaindia.co.in/pdf/IEngineers.pdf>.

ii. A formal request for nomination shall be submitted to ICA, accompanied by:-

a. A brief Statement of Claim outlining the nature and quantum of the disputes.

b. A copy of the relevant contract and any supporting documents.

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c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).

iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

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

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

(i) 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.

(ii) 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/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

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



- (a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (b) Age of arbitrator at the time of appointment shall be below 70 years.
- (c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
- (d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
- (e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrator(s) under Sub-Clause 6 .Q)@), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(0) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(d)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- 64.(3)(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 64.(3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4):** Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 64. (6):** The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.
- 64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant Para of the Standard General Conditions of Contract (IRGCC) 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.

\*\*\*\*\*End of Document\*\*\*\*\*

**Signature of Tenderer**

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