



Western Railway  
Office of the Divisional Railway Manager (WA),  
Western Railway, Pratapnagar, Vadodara-04.

e-Tender No. **DRM BRC 054 of 2026-27 due on 02.07.2026**

**Sub:-Salient Features of the tender**

Issued to/Downloaded by:

Note: If the tender has been downloaded from the website, the interested bidders should write their name and address in the space above.

Authority:- The Price of the tender document, *if applicable*, is required to be paid **through net banking or payment gate way** (Please refer User Manual for Contractors for IREPS(Works)) available **Cris site.(IREPS ->Learning Centre->E-Tender Works-> User Manual for Contractors.)** for the above tender .

Instrument No. / Date

Not applicable

00

(Interested the detail of payment made for tender documents Cost in the above box)

1. **Name of Work:- Vadodara (P):- Annual maintenance contract of underground drainage system and manholes under the jurisdiction of Sr. Section Engineer (Works) BRCP (For 24 months).**
2. Approximate cost :- **Rs 14,03,063.73**
3. Bid Security :- **Rs 28,100.00** As per User Manual for Contractors for IREPS (Works) **through net banking or payment gate way**
4. Cost of tender document :- **Rs. Free of Cost (As per para 03 ( Tender Form) of New GCC April 2022.**
5. Completion period :- **24 Months**
6. Validity of offer :- **60 Days.**
7. Type of e-tender :- Open e-tender
8. e-Tender Closing Date :- **02.07.2026 \_ Time: 15.00**
9. e-Tender Opening Date :- **02.07.2026 \_ Time: 15.30**



(a) The document has been downloaded by you from the official website of western railway [www.ireps.gov.in](http://www.ireps.gov.in) for submitting the tender and Bid Security) **through on line payment modes like net banking ,debit/credit cards etc. available on IREPS portal** in favour of Sr. Divisional Finance Manager, Western Railway, Pratapnagar payable at Vadodara **(Please refer User Manual for Contractors for IREPS(Works)) available Cris site.(IREPS ->Learning Centre->E-Tender (Works)-> User Manual for Contractors.)**

In case, the offer is not accompanied with the valid Bid Security the tender will be summarily rejected.

(b) You may please note that the document is being allowed to be downloaded with further condition that he/they agree to abide by the conditions laid down hereinafter in the tender document, before submitting his/their tender.

(c) You may also note that the end of the document is marked as “**END OF DOCUMENT**”. The total document is to be downloaded for submission of the offer otherwise the document will be treated as incomplete and therefore invalid.

(d) Tenderer(s) may please also note that if any change/addition/deletion with mollified intention is made by the bidder and the same is detected at any stage even after award of the tender, all necessary action including banning of business may be taken against the bidder.

11. The Railway before the due date & time of closure of issue of tender documents on its own or in response to any clarification requested or suggested by any person including that of the tenderer may modified the tender document at its sole discretion. ***It will be the responsibility of the tenderers*** who had downloaded the documents from the website to submit offer in the updated copy of the tender documents and Railway may not consider the offers downloaded from website if offer is not submitted in updated tender documents.



The tender document comprises various parts and contains as under.

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For Divisional Railway Manager (WA)  
Vadodara – 390 004.

Signature of Tenderer



**PART I**  
**Instructions to Tenderers (ITT)**

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

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

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents
- vii. CPWD Specifications 2019 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.
- viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of tender or as otherwise specified in the tender document.



**1.1 Interpretation:** These Instructions to Tenders shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

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

## **CREDENTIALS OF CONTRACTORS**

### **2. Application for Registration and Approved list of contractors:**

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

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

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

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



2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

### **TENDERS FOR WORKS**

3. **Tender Form :** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-I** of GCC April 2022. **e-Tender Forms shall be issued free of cost to all tenderers.**

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

#### **5. Bid Security**

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

<b>Value of the Work</b>	<b>Bid Security</b>
For all works	2% of the estimated cost of the work

(As per ACS No. 11 dated 13.02.2026)

Note:

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



his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway

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

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

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

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

(ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. ( **i.e. excluding the last date of submission of bids** ) (As per ACS No. 2 and 5 dated 13.12.2022 and 20.10.2023).

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

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

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

(vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the \*\*\*\*\* Project" and shall clearly indicate the name and address of the Bidder. In



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

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

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

#### **6. Care in Submission of Tenders:**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is





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

Wrong/incorrect 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.

**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.

**(Par 6(a)(v) above added as per ACS 06 Dated 21.12.2023 vide Railway Board letter No. 2022/CE-I/CT/GCC-2022/POLICY )**

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (C) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**(As per Para No. 1.0 to 6.0 (C) of Part I Instruction to the tenderers (ITT). of New GCC April 2022)**



**6.A In terms of Railway Board's letter No. 2016/CE-I/CT/12/GST/Pt.I dated 9.6.17**

“ On Indian Railways presently ‘work executed by contractor’ is recorded in measurement books by railway, duly accepted by contractor. Railway prepares ‘on account/final contract certificate’ for the payable amount based on the work executed and the rates quoted by the contractor duly deducting various statutory taxes like – work contract tax/service tax/royalties/income tax etc. as per applicable rates. Further, railways deposit the statutory deductions themselves to the concerned authorities. With GST Act in force, it will be the responsibility of service providers ( i.e. contractors) to submit the invoice (bill) duly segregating the GST component from the Gross amount of work executed.

Railways are therefore advised to follow the procedure as mentioned below while dealing with contractor's payment, once GST is applicable.

(i) All works contracts are to be provided with goods/service code based on the type of contract. In case contract consists of both goods & service, then interpretation regarding nature of contract shall be done as per clause 8, Chapter III of CGST Act, 2017. The goods/service code is notified by Ministry of Finance and can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).

(ii) The ‘on account/final contract certificate’ shall be prepared by the Railway on the basis of quantity of work executed and agree mental rates, duly segregating the GST component as detailed in para (iii) below.

(iii) Since the agree mental rates of contracts are inclusive of all taxes as per clause 37 of GCC 2020, the calculation of ‘Gross amount of work executed’. ‘Amount of work executed excluding GST amount’ and ‘GST amount’ in the ‘on account/final contract certificate ‘shall be done as under:-

Let Z = Gross amount of work executed on the basis of quantum of work executed and aggremental rates.

X = Amount of work executed excluding GST amount.

Y = GST amount as per applicable GST rate for that goods/service code.

R = Percentage rate of GST for that goods/service code.

Then,  $Z = X + Y$ ,  $Y = X * R / 100$ .

(iv) Percentage rate of GST for various types of goods/services as finalized by GST council can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in).



(B) (i) Once the 'on account/final contract certificate' is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his Letter head duly segregating the 'Amount of work executed excluding GST amount' and 'GST amount' ( i.e. X" & "Y" as mentioned in para 3(A)(iii) (above) along with Invoice No. ( bill No) and all other details required under GST Act. The sample GST compliant invoice is annexed herewith.

(ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the Contractor 'Gross amount of work executed' ( i.e. "Z" as mentioned in para 3A(III)above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Contractor shall be liable to pay 'GST amount' to respective authority himself. Whereas, railway shall deposit all other taxes deducted to concerned authority as is being done presently.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid 'Amount of work executed excluding GST amount' ( i.e. "X" as mentioned in para 3A (iii) above) duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc. as applicable. Railway shall deposit 'GST amount' as well as all other taxes deducted to concerned authority.

(iv) In case any need arises to modify the Invoice (Bill) due to any reason, contractor shall submit amended fresh invoice for processing the payment.



## ANNEXURE

1	Supplier Name
2	Supplier GSTIN
3	Invoice No.
4	Invoice Issue Date
5	Total Value
6	Taxable Value
7	Goods A/C HSN, Service Accounting Code.
8	Goods and Services Description
9	Unit Qty. Code
10	Quantity
11	Rate
12	Whether eligible for ITC – Partial/Full/NIL
13	IGST Rate
14	IGST Charged Amount
15	CGST Rate
16	CGST Charged Amount
17	SGST/UGST Rate
18	SGST Charged Amount
19	Cess Rate
20	Cess Charged Amount
21	Name/Recipient of Service / Goods
22	Place of Supply
23	Recipient GSTIN
24	Tax Payable on Reverse Charge Basis( Y/N)
25	TDS.

**( Below mentioned condition (6.1) shall not be applicable for the tender having advertised value below 50 laks. )**

**6.1** The tenderers shall submit a copy of **Certificate** stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-A**. In addition to Annexure-A, in case of other than company/Proprietary firm, Annexure-A(I) 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 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.(As per ACS No.2 dated 13.12.2022).

### **CONSIDERATION OF TENDERS**

**7. Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all



tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

**7A. 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.

**7B. 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..

**7C. 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.

**7D. 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.

**7E. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid

### **CONTRACT DOCUMENTS**

**8. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement



shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the *Bid Security* and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

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

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

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form

**Annexure- IV.of New GCC April 2022.**

**(As per para No.7 to 9(b) of Part I of Part I Instruction to the tenderers (ITT). of New GCC April 2022)**

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

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



**WESTERN RAILWAY  
ENGINEERING DEPARTMENT**

**e-TENDER NOTICE NO. DRM BRC 054 OF 2026-27**

e-Tenders for and on behalf of the President of India are invited by

Divisional Railway Manager (WA/C),

Western Railway, Pratapnagar, Vadodara-390 004 for the following works.

Sr. No.	Name of Work & Tender No.	Approximate cost of the work (In Rs.)	Bid Security to be deposited (In Rs.)	Date and time for submission of e- tender and opening of e- tender	Web side particulars and notice for location where complete details can be seen etc.
1	<b>DRM BRC 054 of 2026-27.</b> <b>Vadodara (P):- Annual maintenance contract of underground drainage system and manholes under the jurisdiction of Sr. Section Engineer (Works) BRCP (For 24 months).</b>	<b>14,03,063.73</b>	<b>28,100.00</b>	On line tender is to be submitted on <b>02.07.2026</b> before 15.00 Hrs, and is to be opened on same date at 15.30 Hrs.	Web site @ <b>www.ireps.gov.in</b> Divisional Railway Manager (WA/C) Western Railway, Pratapnagar, Vadodara-4

W/623/NIT/2026-27 dated. **09.06.2026**

For Division Railway Manager (WA /cs)  
Western Railway, Pratapnagar,  
Vadodara - 390004



WESTERN RAILWAY  
TENDER FORM (First Sheet)

**Tender No. DRM BRC 054 of 2026-27**

(As per ACS No. 7 dated 25.09.2024)

**Name of Work:- Vadodara (P):- Annual maintenance contract of underground drainage system and manholes under the jurisdiction of Sr. Section Engineer (Works) BRCP (For 24 months).**

To

The President of India

Acting through the Divisional Railway Manager (W/A),

Vadodara Division of Western Railway

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 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 **Western 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 **24 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 rate (SSOR) with all correction slips up-to-date for the present contract.

3- A Bid security of **₹ 28,100.00** 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 upto..... (Copy enclosed) and hence exempted from submission of Bid security.

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

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

Signature of Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer(s)

\_\_\_\_\_

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

( Ref : New GCC April 2022)



## **TENDER FORM** **(Second Sheet)**

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

(a) Tender Forms – First Sheet and Second Sheet

(b) Special Conditions/Specifications (enclosed)

(c) Bill(s) of quantities (enclosed)

(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of **Divisional Railway Manager( Works Account) Vadodara** or obtained from the office of the Chief Engineer, **Western Railway** on payment of prescribed charges.

(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of **Divisional Railway Manager (Works Account) western railway Vadodara** or obtained from the office of the Chief Engineer, **Western Railway** on payment of prescribed charges.

(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the **Divisional Railway Manager (Works Account) western railway Vadodara** and / or Chief Engineer, **Western Railway** at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

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



enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

5. The works are required to be completed within a period of **24 Months** from the date of issue of acceptance letter and will maintain the said works for a period of **"Nil Month"** from the certified date of their completion.

**5(a). INSPECTION OF SITE BEFORE TENDERING ETC.**

The Tenderer (s) shall inspect the proposed site of work and acquaint/themselves with the conditions, working hours, layout of land trees and shrub that he/they might have to cut, type of soil likely to be met within the borrow pits, stacking space for materials, approach road, pathways available, etc. and all relevant items connected with the execution of work. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road from outside Railway land and contractor(s) will bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for construction of approaches/approach roads etc.

**5 (b).** The work are required to be completed within the period stipulated in the tender document, from the date of issue of acceptance letter.

**6. Bid Security:**

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

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

(c) If his tender is accepted,



(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

**( Ref : Para 1-6 of Tender form of Second sheet of New GCC April 2022)**

#### **6. A Releasing of Bid Security**

**In terms of Railway Board letter No.2007/CE-I/CT/18 (Pt.I) dated 10.09.2008 circulated vide PCE/CCG's letter no.W.118/0/Vol.III (W6) dated 22.09.2008 the following procedure shall be applicable for releasing of Bid Security.**

(i) In case of single packet system of tendering, the Bid Security submitted by all the tenderers except L1, may be released after the acceptance of the offer of L1.

(ii) In case negotiations are proposed to be held, the Bid Security submitted by all the tenderers other than the tenderers with whom negotiation has been proposed, may be released after the acceptance of the recommendations of the tender committee by the accepting authority for holding negotiations.

(iii) If the tender is not finalized within the original validity period, the Bid Security of the tenderers who do not agree to extend the validity of their offers may be released. This may, however, be done only after the receipt of refusal from the tenderers for any further extension, in writing.

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

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



9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract. **(As per para No 07, 08 & 09 of Tender Form ( Second Sheet) of New GCC April 2022)**

## **10. Eligibility Criteria:**

### **10.1 Technical Eligibility Criteria:**

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount **equal to 30%** of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount **equal to 40%** of advertised value of the tender, or
- (iii) One similar work costing not less than the amount **equal to 60%** of advertised value of the tender.

(b) (i) In case of tender 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 one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited::

- (i) Three similar works each costing not less than the amount **equal to 30%** of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount **equal to 40%** of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount **equal to 60%** of advertised value of each component of tender.

Note for b (1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b)(2) 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.



(b) (3) 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 Contract or 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 notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

#### **Note for Item 10.1**

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates..

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

**10.2. Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of 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-VIB of GCC April 2022**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**(Changes incorporated as per ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).**

**10.3. Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-C**.

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

**10.5.** 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 Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - 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 10.1 Para 10 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  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . 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.*

*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.]*

**(As per para No 10 to 10.5 (01to15) of Tender Form ( Second Sheet) of New GCC April 2022)**



## Annexure A

**Current Contract Commitments/Works in Progress for calculation of Bid Capacity in accordance with Para 10.3 (Annexure VI) of GCC**

Bidders and each partner of the JV should provide information on their current commitments on all contract that has been awarded, or letter of acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(Contract Commitments (for calculating "B" as per the Bid capacity formula)

Sr.. No	Description of work	Contract No. & Date	Name & address of Employer/Tel./Fax/Email	Value of Contract in Rs.	Date of Award of Contract	Date of completion of contract	Stipulated period of completion in Years = (g-f)/365	Date of inviting of this tender	Balance period for completion of the work (in years) = (g-i)/365	Value of Balance work as on Date of invitation of this tender	Proportionate Amount of Contract to be Executed in "N" Years **
a	b	c	d	e	f	g	h	i	j	k	l

*"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent\_\_\_\_\_ acceptance has been received or for the works in progress or the works approaching completion, value of outstation work has been indicated in the above table correctly. It is further certified that if later on the Railway discovers \_\_\_\_\_ information provided in the table is incorrect then the Railway will treat our bid invalid and it will be liable for rejection."*

**Name of Chartered Accountant**

**Address of Chartered Accountant**

**\*\* Note for Column**

**(I):**

i. In case the balance period for completion of the work (assessed at Column J) is less than the period of completion of the present tender, full value of balance work as contained in column (k) shall be taken in column (i).

ii. In case the balance period for completion of the work (assessed at Column J ) is more than the period of completion of the present tender, the proportionate amount to be filled in column I shall be calculated as:

Value of balance work as on date of opening (value in column K ) x N

Balance period for completion ( value in **column j** )



Similar work for this work	<b>"Nil."</b>
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### **11.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 Western Railway shall submit along with his / their tender:

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc 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-A**. In addition to Annexure-A, in case of other than company/Proprietary firm, Annexure-A(I) 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 which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.(As per ACS No.2 dated 13.12.2022).

(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 thereunder.

(vi) (a) In case of any information submitted by **tenderer is found to be false** forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years. **(Changes**



**incorporated as per ACS No.3 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 26/04/2023)**

(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 upto two years. **(Changes incorporated as per ACS No.3 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 26/04/2023)**

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

**13.Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Division Railway Manager (Works account, Vadodara of Western Railway 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 upto latest correction slips, mentioned in tender form (First Sheet).

#### **14.Documents to be Submitted Along with Tender**

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

(ii) following documents shall be submitted by the tenderer:

**a) Sole Proprietorship Firm:**

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

**b) HUF:**

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

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

**c) Partnership Firm:**



- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
  - d) Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
  - e) Company registered under Companies Act 2013:**
    - (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
    - (ii) A copy of Certificate of Incorporation
    - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
    - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) 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 Para 10 of the Tender Form (Second Sheet).
  - g ) Registered Society & Registered Trust:**
    - (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 Para 10 of the Tender Form (Second Sheet) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed



the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. **shall be neither asked nor considered**, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. 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.*

**(Changes incorporated as per ACS No.3 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 26/04/2023)**



## 16. 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/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

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

AND

in case where such Engineer or officer had not retired from government service at least 1 year 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 16.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.

**(As per Para No 11 to 16 of Tender Form (Second Sheet) of New GCC April 2022) attached with this document)**

I/We have specially noted clause 16 of Conditions of Tender and declare that I/We have no relative employed in the Gazetted or Non-gazetted capacity in the Engineering Department of Western Railway.





## **DECLARATION**

1. I AM/WE ARE NOT RELATED TO ANY ONE EMPLOYEE ON ANY CAPACITY BY THE WESTERN RAILWAY.

OR

2. I/WE DRAW ATTENTION TO THAT FACT THE I/WE ARE RELATED TO THE FOLLOWING EMPLOYEES OF THE WESTERN RAILWAY.

Sr.No.	Name of the Employee	Department	Degree of Relationship

None of the Engineers should be related to the tenderer/tenderers. If the tenderer/tenderers fail to give the above declaration his/their tender will be ignored. In case it is subsequently discovered that the declaration as aforesaid in any way is incorrect, or the information furnished therein found wrong Administration, reserves the right to take the action in accordance with clause 61 of the General Condition of the Contract will be taken. (Copy of Declaration form is attached).

**NOTE :-** ITEMS WHICH IS NOT APPLICABLE SHOULD BE STRUCK OFF.

**Address:-** .....  
 .....  
 .....

**Signature of Tenderer**  
**Date:-**



## **Joint venture (JV) IN WORKS TENDERS**

**(Applicable to the works tenders of value more than 10 Crores (Rupees ten crores))**

( Authority Rly board's letter No. 2002/CE-I/CT/37 JV Pt VIII Dtd 14.12.12 circulated vide PCE/CCG's letter No W/118/0 Vol.V.(W 6) Dtd 21.12 2012 )

**17- Participation of Joint venture(JV) in works tenders.** (Please see attached GCC.April 2022)

( As per para No 17- (17.1 to 17.15.3) of Tender form (Second Sheet) of new GCC April 2022) ( Please see the Annexure –VIB of GCC April 2022) .( May please see ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022 for Para No.17.15.1 Part I of GCC April 2022). May please see ACS No.3 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 26/04/2023 for Para No.17.12 and para No. 17.14.7 Part I of GCC April 2022). (Separately Attached in PDF)

**18. Participation of Partnership Firm in works Tender.** (Please see attached GCC April 2022 ( As per para No 18- (18.1 to 18.11) of of Tender form ( Second Sheet) of New GCC April 2022) attached with this document)

**19. Advances to Contractor –**

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

TENDER DOCUMENTS TO ARE NOT TRANSFERABLE:-

**The e-tender will be governed with General Conditions of Contract April 2022 edition corrected up to the latest correction slip.**

**Address:-** .....

.....

.....

**Signature of Tenderer**

**Date:-**



### **TENDER FORM (Third Sheet)**

**Name of Work :- Vadodara (P):- Annual maintenance contract of underground drainage system and manholes under the jurisdiction of Sr. Section Engineer (Works) BRCP (For 24 months).**

#### BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

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

2.

3. Non Standard Schedule of Rates (SSOR) Items

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

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

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

Dated \_\_\_\_\_

Signature of the Tenderer(s)



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

**Deviation/special Condition quoted by the tenderers.**

- i) “Tenderers should submit their offer strictly in accordance with the terms and conditions of the tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions.
- ii) Nevertheless, as an exception, if any unavoidable deviations or conditions are quoted by the tenderers, financial impact of each of such conditions/deviations on their quoted unit rates, in terms of Rupees per unit rate, shall be clearly mentioned by the tenderer in the tender offer.
- iii) If any of the deviation/condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as ‘NIL’. This is required for proper financial evaluation of such conditional / deviated offers.
- iv) Conditional offers / offers with deviations, without quantified financial impact of each of the condition / deviation on the quoted rates, **shall be considered as “incomplete” and shall be summarily rejected.”**

**(Authority :-CE/W/CCG/W118/0/3/S.I(W-6) Dated 27.06.16)**

Address:- .....

.....

Signature of Tenderer

.....

Date:-



## **STANDARD GENERAL CONDITIONS OF CONTRACT PART-II FOR USE IN CONNECTION WITH WORKS CONTRACTS DEFINITIONS AND INTERPRETATION**

### **1. (1) Definitions:**

(As per Item No. 1-(1 a to s) of New GCC April 2022)\_(Please refer relevant Para of Part II of New GCC April 2022 Attached with this Document)

1-(2) Singular and Plural: As per Item No. 1(2) of New April 2022)

1.(3) Headings and Marginal Headings: As per Item No. 1(3) of April 2022)

(Please see attached GCC.April 2022)

### **GENERAL OBLIGATIONS**

#### **2. (1)Execution Co-Relation and Intent of Contract Documents:**

(As per Item No. 2(1) to 2(3) of New GCC April 2022 (Attached with this Document)

3. (1)Law Governing the Contract: (Please see attached GCC April 2022)

3.(2)Compliance to Regulations and Bye-Laws: (Please see attached GCC.April 2022)

3.(3) Environmental and Forest Clearancess: (Please see attached GCC.April 2022)

4.Communications to be in Writing: (Please see attached GCC. April 2022)

5.Service of Notices on Contractors: (Please see attached GCC. April 2022)

6. Occupation and Use of Land: (Please see attached GCC. April 2022)

7. **Assignment or Subletting of Contract: (Please see attached GCC. April 2022 & ACS No. 11 Dated 13.03.2026)**

8.Assistance by Railway for the Stores to be obtained by the Contractor: (Please see attached GCC. April 2022)

9.Railway Passes: (Please see attached GCC. April 2022)

10.Carriage of Materials: (Please see attached GCC. April 2022)

11.Use of Ballast Trains: (Please see attached GCC. April 2022)

12. Representation on Works: (Please see attached GCC April 2022)

13. Relics and Treasures: (Please see attached GCC April 2022)

14. Excavated Material: (Please see attached GCC. April 2022)

15. Indemnity by Contractors: (Please see attached GCC. April 2022)

(As per para No. 3(1), 3(2) & 4 to 15 of New GCC April 2022) Attached with this Document)

**16.(1) 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/encashed by the Railways as part of security for the due and faithful fulfilment 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 GCC April 2022 48 contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

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

**16.(2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of these condition, 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 of these condition, the Security Deposit shall not be forfeited.

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

(Ref : - Para 16(1) to 16(3) of New GCC April 2022 )

**Note :- "The security deposit against the contract shall be released only after the contractor has submitted the final PVC bill".** (Authority : PCE/CCG's letter No. W/118/0 Vol. II (W6) dated:- 24.06.2019)



#### 16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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) amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms.

- (i) A deposit of Cash
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

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

**(Ref : (i) Para 16.4 (b) (iii) As per ACS No. 9 dated 09.01.2025**

**(ii) Para 16.4 (b) As per ACS No. 11 dated 13.03.2026)**

- (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 Defense Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favours 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 (notwithstanding 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 these condition

(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:

Bid quoted in % of Advertised cost	Additional Performance Guarantee(%)
Below 0-5% (inclusive)	Nil
Below 5%	5%

(Para 16.4 (h) add As per ACS No. 11 dated 13.03.2026)

**BANK GUARANTEE BOND ( Please See Annexure -D of tender document)**





B. New Annexure – XVII, Part-II of GCC-2022 shall be read as under:-

**ANNEXURE-XVII**

Reference Para 16.(4)

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,  
Acting  
through.....  
.....  
Railway.

Date:.....  
.....

Surety Bond No: .....  
Amount of Bond: .....

Issue Date:.....  
Expiry Date:.....

WHEREAS, In consideration of the President of India acting through .....(Designation & address of contract signing authority).....Railway,....., (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

09/10/25



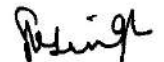
SB No:

Date:

WHEREAS, we, \_\_\_\_\_, (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (**Rupees XXXX Only**) as above stated.
2. The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

  
09/01/25





12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated    the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

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

[P/Attorney] No.

**Witness**

1.

2.

\*\*\*\*\*

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

*[Signature]*  
09/11/24

*[Signature]*



### Extension of Time in Contracts

**17. Force Majeure Clause:** (Please see attached GCC April 2022)

**17-(A) Extension of Time in Contracts:** (Please see attached GCC April 2022)

**17 A- (i) Extension due to Modification:** (Please see attached GCC April 2022)

**17 A-(ii) Extension for Delay not due to Railway or Contractor:** (Please see attached GCC April 2022

**17A- (iii) Extension for Delay due to Railways:** (Please see attached GCC April 2022 and ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).)

**17-B- Extension of Time with Liquidated Damages(LD) for delay due to Contractor:** (Please see attached GCC April 2022 and ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).)

**17-C- Bonus for Early Completion of Work: (Please see attached GCC. April 2022)**

( Ref :-(As per para no 17 , 17 A -(i ,ii & ,iii) & 17 (C) of Part II ( Standard General Condition of Contract) of New GCC. April 2022 attached with this document)

**18.(1) Illegal Gratification:** (Please see attached GCC April 2022 & ACS No. 11 Dated 13.03.2026)

**18.(2) Punitive provisions:** (Please see attached GCC April 2022 & ACS No. 11 Dated 13.03.2026)

( Ref :-(As per para no 18 (1) to 18 (2) of Part II (Standard General Condition of Contract) of New GCC April 2022 attached with this document)

### EXECUTION OF WORKS

**19.(1)- Contractor's understanding:** (Please see attached GCC. April 2022)

**19.(2)- Commencement of Works:** (Please see attached GCC April 2022)

**19.(3)- Accepted Programme of Work:** (Please see attached GCC April 2022 and ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).)

**19.(4)- Setting out of Works:** (Please see attached GCC April 2022)

( Ref :-(As per para no 19 (1) to 19 (4)of Part II (Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**20.(1) Compliance to Engineer's Instructions:** (Please see attached GCC April 2022)

**20.(2)-Alterations to be Authorized:** (Please see attached GCC April 2022)

**20.(3) -Extra Works:** (Please see attached GCC. April 2022)

**20.(4)- Separate Contracts in Connection with Works:** (Please see attached GCC April 2022)

( Ref :-(As per Para no 20 (1) to 20 (4)of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)





**21. Instruction of Engineer's Representative:** (Please see attached GCC .April 2022)  
( Ref :- (As per Para no 21 (a & b) of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**22.(1) Adherence to Specifications and Drawings:** (Please see attached GCC. April 2022)

**22.(2) Drawings and Specifications of the Works:** (Please see attached GCC. April 2022)

**22.(3) Ownership of Drawings and Specifications:** (Please see attached GCC. April 2022)

**22.(4) Compliance with Contractor's Request for Details:** (Please see attached GCC. April 2022)

**22.(5) Meaning and Intent of Specification and Drawings:** (Please see attached GCC. April 2022)

( Ref :- (As per Para no 22 (1) to 22 (5) of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**23. Working during Night:** (Please see attached GCC. April 2022)

**24. Damage to Railway Property or Private Life and Property:** (Please see attached GCC. April 2022)

**25. Sheds, Storehouses and Yards:** (Please see attached GCC. April 2022)

( Ref :- (As per Para no 23 to 25 of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

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

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

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

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

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



**26A.1** The Contractor shall also employ qualified Graduate Engineer (s) or equivalent, or qualified Diploma Engineer(s) prescribed in tender document..

**26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in tender document

**26A.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’ by the tender inviting authority.”

(As per para No 26( 26.1 to 26(3) & 26-A( 26.A-1 to 26.A.3) of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022)

Railway Board letter No.2012/CE-I/CT/0/20 dated 10.05.2013 circulated vide PCE/CCG letter No.W/118/0 Vol.V (W6) dated 03.06.2013, the contractor shall employ qualified graduate engineer or qualified diploma holder engineer during the execution of work as per below :

- (a) One qualified graduate engineer when cost of work to be executed is Rs.200 lakhs and above, and**
- (b) One qualified diploma holder engineer when cost of work to be executed is more than Rs.25 lakhs, but less than Rs.200 lakhs.**
- (c).The contractor would be required to furnish the name, with complete bio data including the work experience of the Engineer/Supervisor to the Divisional/Executive Engineer in charge of work, for his approval.
- (d) The technical supervisor given above shall be available at site during the execution of work to ensure quality, quantity of work as also ensure safety as work site and that of the workers and whenever required by the Engineer in charge, to take instructions.
- (e) The Assistant Engineer shall record in the measurement book in each running bill/final bill, the certificate to the effect that the contractor has employed the requisite technical Engineer/Supervisor as per the norms stipulated in the contract and for his/their absence necessary recovery has been made from the contractor’s bill.



Western Railway

Headquarter Office,  
Churchgate,  
Mumbai - 400 020.

No.W.118/0 Vol.III(W6)

Dtd:23/10/07

Sr.DEN(HQ) BCT/BRC/RTM/ADI/RJT/BVP,

Sub: Clarification on PCE's circular no.W 118/0 Vol.II dtd:20/9/06  
regarding Engagement of Engineer/Supervisor for execution of  
works including Track Works by Contractors.

Ref: Sr.DEN(HQ)RTM's letter no. W 118/1/Misc. dtd:26/7/07.

Vide reference above, Ratlam division has sought exemption of the stipulation of engagement of Engineers/Supervisors as laid down in PCE's circular mentioned above, for certain types of works, such as supply of water, transportation, ordinary repairs and maintenance by quotation, house keeping of rest house, cleaning of drains etc.

The matter has been examined in HQ office and it is decided that there is no need of any exemption. However, the following clarifications are issued with the approval of Competent Authority :-

The circular is applicable to tenders only and not to quotations. Even works/services like water supply, transportation, house keeping, repair etc. require supervision. In such cases, however, the qualification of the Supervisor has to be checked according to the nature of the work, by DENs/XENs etc. and degree/diploma in Engineering may not be insisted upon.

  
23/10  
(K.M. Tripathi)  
Chief Engineer (Works)





**27.(1)-Workmanship and Testing:** (Please see attached GCC. April 2022)

**27.(2)-Removal of Improper Work and Materials.**(Please see attached GCC. April 2022)

( Ref :-(As per para no 27 (1) to 27 (2(a to d) of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**28 -Facilities for Inspection:** (Please see attached GCC. April 2022)

**29-Examination of Work before Covering Up:** (Please see attached GCC April 2022)

**30. Temporary Works:** (Please see attached GCC April 2022)

( Ref :-(As per para no 28 to 30 of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**31.(1) Contractor to Supply Water for Works:** (Please see attached GCC April 2022)

**31.(2) Water Supply from Railway System:** (Please see attached GCC. April 2022)

**31.(3)- Water Supply by Railway Transport:** (Please see attached GCC. April 2022)

**31.(4)(a)-Contractor to Arrange Supply of Electric Power for Works:** (Please see attached GCC. April 2022)

**(b) Electric Supply from the Railway System**(Please see attached GCC. April 2022)

( Ref :-(As per Para no 31 (1) to 31 (4)(a & b)of Part II (Standard General Condition of Contract) of New GCC. April 2022) attached with this document)

**32.- Property in Materials and Plant:** (Please see attached GCC. April 2022)

**33. (1)-Tools, Plant and Materials Supplied by Railway:** (Please see attached GCC. April 2022)

**33. (2)-Hire of Railway's Plant:** (Please see attached GCC. April 2022)

( Ref :-(As per Para no 32 & 33 (1) to 33 (2) of Part II (Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**34. (1)- Precaution During Progress of Works:** (Please see attached GCC. April 2022)

**34. (2)- Roads and Water Courses:**

**34.(3) Provision of Access to Premises:** (Please see attached GCC. April 2022)

**34. (4) -Safety of Public:** (Please see attached GCC. April 2022)

**34. (5) Display Board:** (Please see attached GCC April 2022)



( Ref :- (As per Para no 34 (1) to 34 (5) of Part II (Standard General Condition of Contract) of New GCC. April 2022). attached with this document)

**35. Use of Explosives:** (Please see attached GCC April 2022)

( Ref :- (As per Para no 35 of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**36. (1&2) Suspension of Works:** (Please see attached GCC. April 2022)

**36. (3) Suspension Lasting More than 3 Months:** (Please see attached GCC April 2022)

( Ref :- (As per Para no 36 (1 – a,b,c,d,e,f) to 36 (3) of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**37. Rates for Items of Works:** (Please see attached GCC. April 2022)

**38. Demurrage and Wharfage Dues:** (Please see attached GCC. April 2022)

( Ref :- (As per Para no 37 to 38 of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**39. (1&2) Rates for Extra Items of Works:** (Please see attached GCC April 2022 and ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022)

( Ref :- (As per Para no 39 (1,a-b (i,ii,iii)) to 39 (2) of Part II (Standard General Condition of Contract) of New GCC April 2022) attached with this document)

**40. (1) Handing over of Works:** (Please see attached GCC April 2022)

**40. (2) Clearance of Site on Completion:** (Please see attached GCC. April 2022)

( Ref :- (As per Para no 40 (1) to 40 (2) & 40-A( Annexure VIIA & VIIB for 40(A)) of Part II (Standard General Condition of Contract) of New GCC April 2022). attached with this document)

## **VARIATIONS IN EXTENT OF CONTRACT**

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

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



increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

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

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

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

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

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

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

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

(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 GCC April 2022 65 the individual items irrespective of the manner of quoting the rate (single percentage rate or. individual item rate)



**42.(3) Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid there for 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 these Conditions.

( As per para No 41 to 42(2-i,ii,(iii-a,b,c,d),iv,v,vi) & 42(3) of part II ( Standard General Condition of Contract) of New GCC April 2022).

### **CLAIMS**

**43.(1)-Quarterly Statement of Claims:** (Please see attached GCC. April 2022)

**43.(2)-Signing of "No Claim" Certificate :** (Please see attached GCC April 2022)

(As per Para No 43 (1) to 43(2) of part II ( Standard General Condition of Contract) of New GCC April 2022).attached with this document)

### **MEASUREMENTS, CERTIFICATES AND PAYMENTS**

**44. Quantities in Schedule Annexed to Contract:** (Please see attached GCC. April 2022)

**45. (i)(a & b). Measurement of Works by Railway:**(Please see attached GCC. April 2022)

**45. (ii) a – (i & ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):** (Please see attached GCC April 2022)

**(b). (i & ii) Incorrect measurement, actions to be taken:** (Please see attached GCC April 2022)

(As per Para No 44, 45(i a & b), 45(ii) a – (i & ii) & 45 (ii) b – (i & ii) of part II ( Standard General Condition of Contract) of New GCC April 2022)attached with this document)

**46. (1)"On-Account " Payments:** (Please see attached GCC. April 2022)

**46. (2)Rounding off Amounts:** (Please see attached GCC. April 2022)

**46. (3)On Account Payments not Prejudicial to Final Settlement:** (Please see attached GCC April 2022)

**46. (4)(a) Moilisation of advance,(b) Advance against Machinery and Equipment** (Please see attached GCC April 2022)

**46- (5)- Manner of Payment**

(As per Para No 46 (1 to 5)of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022



## PRICE VARIATION CLAUSE

### 46A. Price Variation Clause (PVC):

**46A.1 Applicability:** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores** Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) : **(Changes incorporated as per ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).**

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

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

### 46A.3 Validity:

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

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

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

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

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

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

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

(Changes incorporated as per ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).

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

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

**1 Earthwork in Formation**

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

**2 Ballast Supply Works****3 Tunnelling Works (Without Explosives)**

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**4 Tunnelling Works (With explosives)**

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**5 Building Works**

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel



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

## 6 Bridges & Protection work

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

## 7 Permanent Way linking

## 8 Platform, Passenger Amenities

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

## 9 Any Other Works not covered in Classification 1 to 8

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

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

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

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

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

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

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

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

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



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

- (viii)  $T = [0.4136x(C_Q - C_B) / C_B] \times 85$
- (ix)  $R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$
- (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
- PM 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)
- R 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)
- $L_C$  % of Labour Component in the item(s)
- $M_C$  % of Material Component in the item(s)
- $F_C$  % of Fuel Component in the item(s)
- $E_C$  % of Explosive Component in the item(s)
- $PM_C$  % of Plant, Machinery and Spares Component in the item(s)
- $S_C$  % of Steel Supply item Component in the item(s)
- $C_C$  % 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  $W_S$  or/and  $W_C$  or/and  $W_{SF}$  or/and  $W_F$  or/and  $W_{SFL}$  or/and  $W_{FL}$  and cost of materials supplied by Railway either free or at fixed rate,



$W_S$	Gross value of work done by Contractor for item(s) of supply of steel.
$W_C$	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
$W_{SF}$	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
$W_F$	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
$W_{SFL}$	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
$W_{FL}$	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
$L_B$	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
$L_Q$	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
$M_B$	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
$M_Q$	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
$F_B$	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
$F_Q$	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
$E_B$	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.
$E_Q$	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, 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.
$PM_B$	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.
$PM_Q$	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

### **(III) SIGNALING & TELECOMMUNICATION WORKS:**

- (a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK = Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication



works of the Railway Project.

- (b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:

- (i) 
$$VSIGWK = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o];$$
- (ii) 
$$\text{VINVSIG} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (iii) 
$$\text{VINTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o];$$
- (iv) 
$$\text{VCOMWK} = 0.85 \text{ COMWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{POFC} \times (\text{OFC}_i - \text{OFC}_o) / \text{OFC}_o + \text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o + \text{S30C} \times (\text{P30C}_i - \text{P30C}_o) / \text{P30C}_o + \text{S24C} \times (\text{P24C}_i - \text{P24C}_o) / \text{P24C}_o + \text{S19C} \times (\text{P19C}_i - \text{P19C}_o) / \text{P19C}_o + \text{S12C} \times (\text{P12C}_i - \text{P12C}_o) / \text{P12C}_o + \text{S9C} \times (\text{P9C}_i - \text{P9C}_o) / \text{P9C}_o + \text{S6C} \times (\text{P6C}_i - \text{P6C}_o) / \text{P6C}_o + \text{S4C} \times (\text{P4C}_i - \text{P4C}_o) / \text{P4C}_o + \text{S2C} \times (\text{P2C}_i - \text{P2C}_o) / \text{P2C}_o + \text{S12C2.5} \times (\text{P12C2.5}_i - \text{P12C2.5}_o) / \text{P12C2.5}_o + \text{S2C2.5} \times (\text{P2C2.5}_i - \text{P2C2.5}_o) / \text{P2C2.5}_o + \text{S2C25} \times (\text{P2C25}_i - \text{P2C25}_o) / \text{P2C25}_o + \text{QC} \times (\text{PQC}_i - \text{PQC}_o) / \text{PQC}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o];$$
- (v) 
$$\text{VINVCOM} = 0.85 \text{ SIGWK} \times [\text{PELEX} \times (\text{ELEX}_i - \text{ELEX}_o) / \text{ELEX}_o + \text{PCEQP} \times (\text{CEQP}_i - \text{CEQP}_o) / \text{CEQP}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o]; \text{ and}$$
- (vi) 
$$\text{VINTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [\text{PLB} \times (\text{LB}_i - \text{LB}_o) / \text{LB}_o + \text{POTH} \times (\text{OTH}_i - \text{OTH}_o) / \text{OTH}_o].$$

Where

VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVCOM = Increase or decrease in the cost of inventory for telecommunications works



during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQP<sub>o</sub> = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

CEQP<sub>i</sub> = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX<sub>o</sub> = The WPI for electronics for the month of the Base Month;

ELEX<sub>i</sub> = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable



$P9C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S9C$  = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P6C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

$P6C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S6C$  = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P4C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

$P4C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S4C$  = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

$P2C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S2C$  = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P12C2.5_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

$P12C2.5_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S12C2.5$  = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C2.5_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

$P2C2.5_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S2C2.5$  = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C25_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

$P2C25_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S2C25$  = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$PQC_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

$PQC_o$  = Price per Km of cable as per purchase order/ Contract agreement.  $QC$  =

Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.



LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

- (c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works  Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	****%	****%	—	****%	****%	—
Communication Equipment (PCEQP)	—	—	—	****%	****%	—
Optical Fibre Cable (POFC)	****%	—	—	****%	—	—
30C x 1.5 sq mm signalling cable(S30C)	****%	—	—	****%	—	—
24C x 1.5 sq mm signalling cable (S24C)	****%	—	—	****%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	****%	—	—	****%	—	—
12C x 1.5 sq mm signalling cable (S12C)	****%	—	—	****%	—	—
9C x 1.5 sq mm signalling cable (S9C)	****%	—	—	****%	—	—
6C x 1.5 sq mm signalling cable (S6C)	****%	—	—	****%	—	—
4C x 1.5 sq mm signalling cable (S4C)	****%	—	—	****%	—	—



2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	—	—	***%	—	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	—	—	***%	—	—
2C x 25 sq mm signalling cable (S2C25)	***%	—	—	***%	—	—
0.9 mm dia, 6Quad cable (QC)	***%	—	—	***%	—	—
Labour (PLB)	***%	—	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

#### **FORMULAE FOR SIGNALING & TELECOM CABLE**

The price payable for signalling cables is variable as per Price Variation Formula givenbelow:

#### **For Signalling Copper Cables:**

$$P_i = P_o + CuF (Cu - Cu_o) + CCFCu(CC - CC_o) + FeF (Fe - Fe_o)$$

#### **For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable**

$$P_i = P_o + CuF (Cu - Cu_o) + AlFCu(Al - Al_o) + CCFCu (CC - Cc_o) + FeF (Fe - Fe_o)$$

#### **For Aluminium Power Cables:**

$$P_i = P_o + AlF (Al - Al_o) + CCFAI(CC - CC_o) + FeF (Fe - Fe_o)$$

Where,

$P_i$  = Price payable per KM as adjusted in accordance with Price variation clause.

$P_o$  = Price per KM of cable as per Purchase order.

$CuF$  = Variation factor for Copper

$Cu_o$  = Price of copper Rod in Rs. Per MT

$CCFCu$  = Variation factor for PVC Compound for Copper Signalling & Telecom cable

$CC_o$  = Price of PVC Compound in Rs. Per MT

$AlF$  = Variation factor for Aluminium

$Al_o$  = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

$CCFAI$  = Variation factor for PVC Compound for Aluminium power cable

$FeF$  = Variation factor for Steel

$Fe_o$  = Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. PerMT





**(Prices per MT for Cu, CCo, Fe, Al as applicable on the 1<sup>st</sup> working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)**

Cu= Price of Copper Rod in Rs. Per MT.

C<sub>C</sub>= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

**(Prices per MT for Cu, CC, Fe, Al as prevailing on 1<sup>st</sup> working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)**

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

- (i) Size 30 C x 1.5 sq.mm.

$$P_{30C_i} = P_{30Co} + 0.391(Cu - C_{uo}) + 0.557(CC - CCo) + 0.425(Fe - Fe_o)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (ii) Size 24C x 1.5 sq.mm

$$P_{24C_i} = P_{24Co} + 0.313(Cu - C_{uo}) + 0.481(CC - CCo) + 0.398(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iii) Size 19C x 1.5 sq.mm

$$P_{19C_i} = P_{19Co} + 0.248(Cu - C_{uo}) + 0.395(CC - CCo) + 0.343(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iv) Size 12C x 1.5 sq.mm

$$P_{12C_i} = P_{12Co} + 0.157(Cu - C_{uo}) + 0.277(CC - CCu) + 0.289(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (v) Size 9C x 1.5 sq.mm

$$P_{9C_i} = P_{9Co} + 0.117(Cu - C_{uo}) + 0.241(CC - CCu) + 0.383(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (vi) Size 6Cx 1.5 sq.mm



$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(ix) Size 12C x 2.5 sq.mm

$$P12C_{2.5} = P12C_{2.5o} + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(x) Size 2C x 2.5 sq.mm

$$P2C_{2.5} = P2C_{2.5o} + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C_{25} = P2C_{25o} + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQC_o + 0.135(Al - Al_o) + 0.139(Cu - C_{uo}) + 0.515(CC - CC_o) + 0.693(Fe - Fe_o)$$

For PVC Compound Grade CW-22, is to be taken into consideration.

**46A.8** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

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

SL	Classification	Rates to be used for calculating $S_Q$ or $S_B$
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"



4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.
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(2). Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (SQ /SB) in different Zonal Railways shall be as under :

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

#### 46A.10 Price Variation during Extended Period of Contract

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

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

(Ref :Para 46-A to 46-A (10 (a & b)) of of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022)

**Note :- “The security deposit against the contract shall be released only after the contractor has submitted the final PVC bill”.**

*(Authority : PCE/CCG’s letter No. W/118/0 Vol. II (W6) dated:- 14.06.2019)*

47. Maintenance of Works: (Please read attached GCC. April 2022)

48.(1)-Certificate of Completion of Works: (Please read attached GCC April 2022)



**48.(2)-Contractor not Absolved by Completion Certificate:** (Please read attached GCC. April 2022

**48(3)- Final Supplementary Agreement:** (Please read attached GCC. April 2022 & Annexre- B of tender documents)

**49. Approval only by Maintenance Certificate:** (Please read attached GCC. April 2022)

( As per Para No 47 ,48 (1) to 48(3) & 49 of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**50. (1) Maintenance Certificate:** (Please see attached GCC April 2022.

**50 .(2) Cessation of Railway's Liability:** (Please read attached GCC. April 2022.

**50. (3) Unfulfilled Obligations:** (Please read attached GCC April 2022)

(As per Para No 50 (1) to 50 (3) of part II ( Standard General Condition of Contract) of New GCC April 2022. attached with this document)

**51. (1) Final Payment:** (Please read attached GCC April 2022)

**51. (2) Post Payment Audit:** (Please read attached GCC. April 2022)

**51-A.Production of Vouchers etc. by the Contractor:** (Please read attached GCC. April 2022

( As per Para No 51 (1 & 2)to 51-A(i, ii & iii) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**52. Withholding and Lien in Respect of Sums Claimed:** (Please read attached GCC. April 2022)

**52-A - Lien in Respect of Claims in other Contracts:** (Please read attached GCC. April 2022)

**53. Signature on Receipts for Amounts** (Please see attached GCC. April 2022)

( As per Para No 52, 52 A (i,ii,iii) to 53 of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022



## **LABOUR**

**54-. Wages To Labour :** (Please read attached GCC. April 2022)

(As per Para No 54 of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022)

**A Provision in respect of the contract workers and coverage and unenrolled contract/casual employees under the employees enrolments campaign – 2017 launched by EPFO.**

As per directives received from General Manager, Western Railway, Church gate vide letter No. E (HER) 526/7 Vol. V dated 19.01.2018, tenderer are requested to provide information in the following format.

Sr. No.	Name of Contractor	Service contract/works contract	Registration in EPFO portal and its number	Bank payment to contract worker (Yes/No)	PF deduction of contract worker (Yes/No)	PF contribution by the contractor (Yes/No)	Medical facilities by ESI (Yes/No)
1	2	3	4	5	6	7	8

Tenderer are also requested to submit your undertaking stating that your firm has observed and acting with compliance of provisions of minimum wages act, payment are being made to engaged labour through bank and you have contributed your share as per provisions of EPF. or the certificate that these provisions are not applicable on you.

**54-A-Apprentices Act: (GCC Clause 54-A)** (Please read attached GCC. April 2022)

(As per Para No 54-A of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**55 - Provisions Of Payments Of Wages Act: (GCC Clause 55)**\_(Please read attached GCC April 2022)

(As per Para No 55 of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

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

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

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



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

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

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

(As per para No 55-A (55-A(1) to 55-A (5) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

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

**55-C (i)** Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways 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](http://www.shramikkalyan.indianrailways.gov.in)'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done 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 shramik kalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) *While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_Month, \_\_\_\_Year."*

(As per para No 55-B & 55-C ( 55-C (i – a,b,c,d,e) to 55-C (ii) of part II ( Standard General Condition of Contract) of New GCC April 2022

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

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

(As per Para No 55-D of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022

**56. Reporting Of Accidents : (Please read attached GCC. April 2022)**

(As per Para No 56 of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**57. Provision Of Workmen's Compensation Act : (Please read attached GCC. April 2022)**





As per para No 57 of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**57- A-Provision Of Mines Act :** (Please read attached GCC. April 2022

(As per para No 57-A of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**58-Railway Not To Provide Quarters for Contractors:** (Please read attached GCC. April 2022

(As per para No 58 of part ( Standard General Condition of Contract) of New GCC April 2022. attached with this document)

**59 (1)- Labour Camps :** (Please read attached GCC. April 2022)

(As per para No 59 (1) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59 (2) - Compliance To Rules For Employment Of Labour :** (Please read attached GCC. April 2022)

(As per para No 59 (2) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59 (3)- Preservation Of Peace : (GCC Clause 59(3) (Please read attached GCC. April 2022)**

(As per para No 59 (3) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59(4)- Sanitary Arrangements: (GCC Clause 59(4) (Please read attached GCC. April 2022)**

(As per para No 59 (4) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59(5)- Outbreak Of Infectious Disease : (GCC Clause 59(5) (Please read attached GCC. April 2022)**

(As per para No 59 (5) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59(6)- Treatment Of Contractor's Staff In Railway Hospitals : (GCC Clause 59(6) (Please read attached GCC. April 2022)**

(As per para No 59 (6) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59.(7)- Medical Facilities At Site : (Please read attached GCC April 2022)**

(As per para No 59 (7) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59.(8)- Use Of Intoxicants : (GCC Clause 59(8) (Please read attached GCC April 2022)**

(As per para No 59 (8) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**59.(9)- Restrictions On The Employment Of Retired Engineers Of Railway Services Within Two Years Of Their Retirement : (GCC Clause 59(9) (Please read attached GCC April 2022)**

(As per para No 59 (9) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)





**60.(1)- Non-Employment Of Labourers Below The Age Of 15 : (GCC Clause 60(1) (Please read attached GCC. April 2022 )**

(As per para No 60(1) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**60(2)- Medical Certificate Of Fitness For Labour : (GCC Clause 60(2) . (Please read attached GCC. April 2022)**

(As per para No 60(2) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**60.(3)- Period Of Validity Of Medical Fitness Certificate : (GCC Clause 60(3). (Please read attached GCC. April 2022)**

(As per para No 60 (3) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**60.(4)- Medical Re-Examination Of Labourer : (GCC Clause 60(4). (Please read attached GCC April 2022 (As per para No 60(4) of part II STANDARD GENERAL CONDITION OF CONTRACT of new GCC April 2022)**

### **EXPLANATIONS:**

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

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

### **Determination of contract**

**61.(1) Right of Railway to Determine the Contract:** (Please read attached GCC. April 2022)

**61.(2 & 3)Payment on Determination of Contract:** (Please read attached GCC April 2022

(As per para No 61 (1) to 61 (3) of part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**62(1)- Determination of contract owing to default of contractors.** (Please read attached GCC. April 2022 As per para No 62(1) From (i) to ( xiv A (A to B- (a to f)) of part ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**62(2)- Right of railway after Rescission of Contract owing to Default of contractor:-** (Please read attached GCC. April 2022)

(As per para No 62(2) From (a) to (c – i to v ), d & e ) of Part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

### **SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES :-**

**63. conciliation of disputes:** (Please read attached GCC. April 2022)

**63.1 Matters Finally Determined by the Railway.** (Please read attached GCC. April 2022)



(As per para No 63 to 63(1) of Part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**63.2 Dispute Adjudication Board (DAB):** (Please read attached GCC. April 2022) (As per para No 63.2.1 to 63.2.14 of Part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**64.(1) : Demand for Arbitration:** (Please read attached GCC. April 2022)

(As per para No 64(1)(i) to 64(1)(v) of Part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**64.(2): Obligation During Pendency of Arbitration:** (Please read attached GCC. April 2022)

(As per para No 64(2) of Part II ( Standard General Condition of Contract) of New GCC April 2022 with this document)

**64.(3) : Appointment of Arbitrator:** (Please read attached GCC. April 2022)

**64.(3)(a): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:** (Please read attached GCC. April 2022)

(As per para No 64(3) to 64(3)(a- i,ii,iii) of Part ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:** (Please read attached GCC. April 2022)

(As per para No 64(3)(b-i,ii), 64(3)(c)(i,ii(a,b),& iii), 64 (3)(d)(i,ii,iii),64(4), 64(5), 64(6) & 64(7)& 64.(8) of Part II ( Standard General Condition of Contract) of New GCC April 2022 attached with this document)

**Address:-** .....

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**Signature of Tenderer**

**Dated:-**



### **SPECIAL CONDITIONS /SPECIFICATIONS OF CONTRACT Part - I**

**01.ARRANGEMENT FOR PERMITS/ LICENSE:-**Arrangement for permits and license for materials will not be made by the Railway or any assistance given. The contractor will have to make his own arrangement. Also no important license shall be arranged by the Railway for this work.

**02.TAXES AND ROYALTIES:-**All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the contractor(s) to the Government or the public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

**03.NOTICE TO PUBIC BODIES:-**The contractor(s) shall give to the Municipality, Police and the other authorities all notices that may be required by law and obtain all requisite license of temporary obstructions, enclosures and pay all fees taxes/and charges which may be leviabale 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 lights etc. required at sight.

**04.SETTING OUT:-**The contractor(s) shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels appear during the progress of the work, the contractor at his own expenses should rectify such error if so requires to the satisfaction of the Engineer.

**05.CARE OF STAFF:-**No quarters will be provided by the Railway for the accommodations of the contractor or any of the staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on the available Railway Land subject to payment of cess and water charges. The contractor shall at his own cost may call necessary and adequate arrangements for the importation, feeding and preservation at the hygiene of his staff.

The contractor shall permit inspection, at all times of all sanitary arrangements made by him, by the Engineer or his assistance or medical staff of the Railway. If the contractor fails to make adequate medical, sanitary arrangements the same will be provided by the Railway the cost thereof being recovered from the contractor.

### **06. DAMAGE BY ACCIDENT, FLOODS OR TIDES.**

(1)The contractor shall take all precautions against damages from accident, floods or tides. No compensation will be allowed to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of the structure, plant or material of every description belonging to the administration lost or damaged by any cause during the course of contractor's work.

(2)The Administration will not be liable to the Contractor any charges for rectification or repairs to a payment which may have a occurred from any cause, whatsoever, to any part of the new existing structure, during construction.

**07.FIRST AID:-**The contractor shall maintain at readily accessible place First Aid appliances including an adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be reliable during working hours.



**08. ANTI-MALARIA PRECAUTIONS:-**Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during construction and all receptacles used for the storage of water must be suitably protected for this purpose or must be emptied at close of the work everyday.

**9. ANTI-LARVAL TREATMENT:-**Contractor(s) shall be entirely responsible for ensuring that anti-larval work as per the bye-laws of the local authorities/corporations or such other bodies etc. is provided at the cost of contractor(s).

**10. MEASUREMENTS IN METRIC UNITS:-**Measurement and payment will be made in metric units

**11-INSPECTION REGISTER:-**An inspection register shall be maintained at the site of work by the Railway wherein instructions regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected of the contractor or his representative at the site to note such instructions wherever asked upon to do so and take action accordingly.

## **12: Safety at work site.**

The tenderer has to ensure the safety at work site as per instruction/guidelines mentioned in JPO issued vide CAO/CCG's letter No T5/18/29/0/(POLICY)/Vol.III dated 13.03.2018 ,circulated vide Dy.CE/Br/HQ/CCG's letter No W/65/0/Policy/Vol.VI/E401/ WRHQ0ENGG(WBPO)/1/2019 dated 14.01.2021 regarding ensuring safety at work site (Attached as Annexure-F) (Authority: Sr. DEN (Co.) BRC's note no. w/118/0/Policy/Vol. V. Dated 29.04.2021

## **13. Protection at the work site:-**

(i) On Railway Track where the train traffic will be operational during the execution of the contract work, the protection of the work site as considered appropriate and adequate shall be arranged by the Engineer's representative at the Railway's cost.

(ii) Notwithstanding the aforesaid mentioned protection at the work site provided the Engineer's representative, the contractor shall be responsible for providing appropriate and adequate system of warning the contractor's workmen about the train traffic on or in the vicinity of the site of work. The decision of Engineer's representative whether the facilities provided by the contractor in this regard are appropriate and adequate or not shall be final and conclusive.

(iii) The contractor shall not allow any road vehicle belonging to him or his supplies etc. to ply in Railway land next to the running line if for execution of certain works viz. earthwork for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. Road vehicle are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer in Charge for permission giving the type and no. of individual vehicles, name and license particulars of the drivers, location, duration & timings for such work/movement. The Engineer in Charge or his authorized representative will personally counsel, examine and certify, the road vehicle drivers, contractor's flagman and supervisor & will give written permission giving names of road vehicle drivers, contractor's flagman and supervisor, drivers contractor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.

(a) The road vehicles will ply only between sunrise and sunset.

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



(c) The vehicle shall ply 6m clear of track. Any movement/work at less than 6m **and up to minimum 3.5m clear of track centre shall be done only in the presence of Railway employee authorized** by the Engineer in Charge. No part of the road vehicle will be allowed at less than 3.5 meter from track centre. Cost of such Railway employee shall be borne by the Railway.

(d) The contractor shall remain full responsible for ensuring safety and in case any accident shall bear cost of all damages to his equipment and man and also damages to Railway and its passengers.

(e) Engineer in Charge may impose any other condition necessary for a particular work or site.

**14-** The Railway will not acquire any land for the purpose of movement of vehicle of the contractor's in doing earthwork.

**15-** All the available vehicles and equipment of the contractor can be drafted by the Railway Administration in case of accidents/natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the chief engineer within 30 days of getting the decision of the engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

**16- Provision of Steel Tubular scaffolding for construction/repair works of multi-storied buildings.**

Instructions already exist that properly designed steel tubular scaffolding should be used for the construction/repairs of the multi-storied buildings. In recent incidence of multi-storied building at Marine Lines, it is observed that Bamboo scaffolding was used which fell down on the platform and OHE, resulted into detention of traffic for the substantial time.

Henceforth, it is decided that for the construction/repairs work of any station/service/residential multi storied building only properly designed steel scaffolding should be used.

Sr.DEN/DEN incharge of the work will be personally responsible to ensure that steel scaffolding are being used. In case of any deviation prior approval of CE (Works) should be obtained with adequate details and proper reasoning.

The instructions should be implemented with immediate effect.

**(Authority PCE/CCG's letter no. W/562/1/(Misc)(W6)dated 03.07.2019)**

**17-** The tenderer has to ensure provisions mentioned in JPO issued as Telecom circular no. 17/2003 dated 24.06.2013 for undertaking digging work in the vicinity of underground signalling, electrical & telecommunication cable **(Attached as Annexure-E)**. In case of damaged is caused to OFC/Quad cable etc. during execution of the work, the contractor is liable to pay a penalty as mentioned in JPO no. 17/2003 for damaging the cable. (Authority: Sr. DEN (Co.) BRC's note no. Sr.DEN/Co/BRC/Misc/20/04/2021 dated 20.04.2021

**Address:-** .....  
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**Signature of Tenderer**  
**Dated:-**



## WESTERN RAILWAY

Description of work	Approximate cost Rs.	Bid Security Deposit Rs.	Total Deposit Money to be paid. Rs.
<b>DRM BRC 054 of 2026-27.</b> <b>Vadodara (P):- Annual maintenance contract of underground drainage system and manholes under the jurisdiction of Sr. Section Engineer (Works) BRCP (For 24 months).</b>	<b>14,03,063.73</b>	<b>28,100.00</b>	<b>28,100.00</b>

**NOTE: -**

1. The above list and cost is only tentative and the administration reserves the right to increase or decrease the work to be carried out.
2. The contractor shall quote the rate of percentage basis above or below the Western Railway printed revised schedule of rates in force. The rates in the Western Railway Schedule under the Vadodara Division are applicable for the above work. In case rates for any item of work do not exist in the printed schedule of rates special rates will be worked out for such items on the basis of the schedule of rates. The contractor's quotation above or below the schedule of rates will be apply to such special rates also.
3. The estimate carrying the items of the work to be carried out may be seen by the contractor in the office of the Divisional Railway Manager, Western Railway, Vadodara.
4. The contractor will be allowed to utilize the local sand in carrying out the work.
5. The rates include all plant of every description and all means whatsoever employed for executing the work and also includes freight charges No extra amount will be paid for conveying the materials from the station or the stores depot to the site of work.
6. Rubble and metal should be supplied by the contractor.

Address:- .....

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Signature of Tenderer

Date:-



**FOR COMPOSITE OTHER GENERAL TERMS & CONDITIONS  
BASED ON JPO ISSUED BY CE(WORKS)-CCG & (CESE)-CCG dated 03.07.2020 VIDE LETTER No.  
W 582/1 (W6) dated. 03.07.2020.**

1. Present tender involves various civil Engineering works including building construction and its electrification as per the detailed specifications given in the Special Conditions and Specification of Contract for Civil Engineering works and for Electrical works.

2. After awarding of the work, Engineering Department shall provide a copy of LOA to the Electrical Department. Electrical department shall nominate electrical supervisor, officer responsible for the work, who will ensure quality of work and monitor progress of electrical portion of work.

3. There are separate schedule for Civil Engineering portion and Electrical Engineering portion. Tenderer is requested to quote his offer for each schedule separately.

4. The tender shall be evaluated on total offer i.e. combined offer for Civil Engineering portion and Electrical Engineering portion.

5. Technical & financial eligibility criteria applicable to present tender shall be as per eligibility criteria prescribed in Indian Railway Standard General Condition of Contract issued by Railway Board with its amendments issued time to time.

6. The contractor himself or the sub-contractor appointed by him, the details of which should be furnished in the tender by the main tenderer, shall have valid Electrical contractor license for carrying out the Electrical work. During course of execution, if the contractor proposes to change the electrical sub contractor, prior approval have to be obtained from Electrical department.

7. The tender committee shall have invariably an officer of Electrical Department as its tender committee member for 3 member committee. In a case where the tender committee consists only two members, tender to be dealt as per prevailing Model SOP Part-A.

8. The execution of electrical work will have to be carried out under the supervisor nominated by Electrical department and the measurements for the same will be made separately through their own measurement book.

9. If an Architect/Consultant is appointed, the scope of consultancy work shall also include layout of conduit, Electrical point and fixtures as per guidelines prescribed in Railway Board's letter No. 2013/LMB/10/15 dated 11.12.2013

10. The Engineering department who controls the major portion of contract shall be fully responsible for the progress of the civil & electrical works. The concerned engineering officer shall extend all help to electrical department for their portion of contract.

11. Engineering department will inform to Electrical department for the date of starting of casting of roof work, plastering of wall etc. where ever electrical work such as conduits, duct etc. is involved.





12. Similarly, Electrical Department will inform to Engineering Department for the date of starting of wiring and installation of electrical fittings and accessories.

13. The final payment will be released by the Engineering department only after receipt of NOC from the Electrical department for satisfactory completion of Electrical portion of works included in the contract.

Address:- .....  
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Signature of Tenderer  
 Dated:-

### Implementation of Contractor 'e'-Measurement Book ('e'-MB)

All contracts costing more than Rs.5 Crore contractor's e-MB is mandatory and contractor's e-MB shall be part of tender documents.

(Railway Board Letter No.2017/CE-I/CT/9 dated 31.05.2023 (PDF attached))

Address:- .....  
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 .....

Signature of Tenderer  
 Dated:-



**FORMATE FOR PAYMENT THROUGH “NEFT/RTGS” SYSTEM  
CONTRACTOR/VENDOR PAYMENT**

Sr. No.	Name of Party	Detail given by contractor/Vender
1	Work/Supply order No.	
2	Date	
3	Name of Bank	
4	Address	
5	Name of Bank Branch	
6	Address	
7	Place	
8	Account Number	
9	MICR Code	
10	IFS Code	
11	Mobile No (for SMS)	
12	E-Mail ID	
13	PAN Number	

**Note:-**

-Please attached Xerox copy of 1<sup>st</sup> page of pass book (Containing account number, name of account holder, branch name) and Xerox of one blank cheque (for IFS code) to ensure the prompt payment.

-Form should be filling up in two copies.

Signature

AUTHORISED SIGNATORY



## **Letter of Credit” (LC) as Mode of payment in works Tenders or Service Tenders.**

1. In term of Railway Board's letter No 2018/CE-I/CT/9 Dated 04.06.18 circulated vide PCE/CCG's letter No W 118/0/Vol. IX (W6) Dated 15.06.18 the following conditions regarding, option for the contractor to take their payment from Railways through letter of credit (LC) arrangement is as under:

- 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 Railway) 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 on integral part of the bidders offer.
- iv.) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted thereafter, during execution of contract.
- v.) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
  - a) The LC shall be a sight LC.
  - b) The contractor shall select his Advising/negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - c) SBI, New Delhi, main Branch will be the nodal branch for issue of LCs based on 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 finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the letter of credit (LC) All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.



- f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (Format enclosed as Annexure.2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- h) The Document of Authorization shall be issued by Railway Accounts office against each bill passed by Railways.
- i) On issuance of Documents of Authorization a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts office to railways bank (Local SBI Branch).
- j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (Advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of exchange and Bill.
- k) The payment against LC shall be subject to verification from 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 Authorization 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 LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- o) The LC shall be closed after the release of final payment including PVC amount if any, to the contractor.
- p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

2. For opening of LC executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure. I**

3. Necessary changes in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.

**Signature of Contractor**

**Address:-** .....  
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 .....

**Signature of Tenderer**

**Dated:-**



ANNEXURE.1

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

Office of Railway

No.-----

DTD:-

The PFA/Sr.DFM/DY.FA  
HQ/Division/Workshop/Cost  
SUB:-Opening of LC  
REF:-Supply order/contract Agreement No.

It is request to open a sign LC against the above referred order/Agreement in favour of The details of beneficiary are as under:

- i)Name of contractor/Supplier
- ii)Vender 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 PREPS portal at the time of bidding itself and the option has been flagged in the PREPS. This has the approved of-----

(Signature)

Name

Design.

Official seal

**Annexure.2**

LCDA No.(18 DIGIT IPAS GENERATED No.  
DTD: \_

**DOCUMENT OF AUTHORIZATION**

Ref:-I) Works contract/Supply contract NO.-----DTD;-----

ii) Inland letter of Credit NO.-----DTD;-----

This documents is issued against contract No.------(FROM IREPS)-----dtd-----

for supply/work of(DESCRIPTION OF GOODS/WORK 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 (NR---sss------(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 PASS-----dtd. 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.

Sr.	Invoice No.	Invoice dtd.	Invoice amount(INR)	LCDA No.	LCDA date	Amount paid(INR)
TOTAL paid						

THIS PAYMENT-----sss-----

LC BALANCE AFTER THIS PAYMENT-----

(Signature of authorized Railway authority)

Name

Designation Official seal

**Approved**

**Sr. DEN/Co /BRC**



**GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
RAILWAY BOARD**

No. 2017/Trans/01/Policy

New Delhi, dated : 08.02.2018

The General Manager, all Indian Railways / PUS, NF(Con), CORE  
The DG / RDSO & NAIR  
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela

**Sub : Process Reforms – Works Contract****Ref : Railway Board's letter No. Trans 01/Policy dated 17.11.2017.**

In order to expedite decision making and execution of works, following changes have been approved by the Board (ME, FC & CRB).

**1.0 Handling vitiation during variation in contract quantities**

In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered “ vitiated” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

SN	Value of contract	Percentage difference between present contractor and new L-1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contract)
1.	Small value contracts (Tender value less than Rs.50 lakhs)	<b>10</b>
2.	Other than small value contracts (Tender value equal to or more than Rs.50 lakh)	<b>5</b>

1.1 When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above the following action shall be taken

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work. may be adopted.

1.2 The above shall be regulated as under :

a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. The provisions of Railway Board letter no 2007/CE IICT/181PI XII dated 71.12.2010 hereby gets superseded.

b) These instructions will be similarly applicable to earning contracts.

H-1, H-2 substituted for L-1, L-2 and so on.





c) Executives while executing the work shall make all efforts to ensure that no vitiation takes Place in normal circumstances. Vitiations should be an exception rather than a routine affair Efforts should be made to invite bids on the basis of percentage above/below/at par.

d) Vitiations should always be computed with respect to the items, rates quantities and conditions as available at the time of Tender Opening and subsequent changes) additions by way of new items will not be counted for computing Vitiations.

## 2.0 Dispense with Vetting of Brief Notes & size of TC Recommendation

2.1 it has been decided that all system generated statements from (REPS website, post tender-opening are directly seen by the Tender Committee and vetting of the comparative statement and vetting of brief note is not required for Tender committee proceedings.

2.2 The Tender Committee proceedings are made brief and crisp.

## 3.0 System of Verification of Tenderer's credentials :

3.1 For the work tenderers, it has been decided to adopt the self attested certificate -based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/her claim to fulfil the eligibility criteria as mentioned in the tender document Each page of the copy of documents/certification in support of credentials, submitted by the tenderer shall be self attested /digitally signed by the tenderer or authorized representative of the tendering firm Self-attestation shall include signature, stamp and date (on each page) Only those documents which are declared explicitly by the tenderer as "documents supporting file claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/her tender. The system shall be applicable once it is made operational in IREPS. This system is already being followed by some of Railway PSUs.

3.2 In all works tender documents following para may be added in the section describing the qualification and eligibility criteria.

"The tenderers shall submit a self attested 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 self attested certificate to be submitted by bidder is enclosed as **annexure –A**. Non submission of a self attested certificate by the bidder shall result in summary rejection at his/her bid And It shall be mandatory incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to Scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned".

With the submission of the self attested certificate as mentioned above, the practice of verification of tenderer's documents by the Railways may be dispensed with Following clause may also be added to the Instructions to Bidders

a) 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 or lack of such verification by the railway shall relieve the bidder of its obligation or liabilities hereunder nor will it affect any rights of the railway thereunder.

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

c) With such a system of self-certification of credentials tender finalization should also be speeded up it has accordingly been decided that the tender validity period should be reduced to 45 days for single packet and 60 days for two packet system of tendering (in place of the present limits of 90 days and 120 days) for tenders having self attested certificate based system of credential verification.

#### **4.0 Tender Invitation at short notice period :**

In continuation of existing instructions, for tenders canes with short notice period of 21 days tender validity period would be 30 days. This would infect justify the urgency of work. *(Authority: No. 2018/Trans.Cell/S&T/NIT/ Period Dtd 26.07.18)*

#### **5.0 Calling tenders pending sanction of detailed estimates**

In cases of urgency, open tenderers may be Called before sanction of detailed estimates with the a oval DRM/PHOD/CHODS However the letter of acceptance shall be issued only after the sanction of detailed estimate.

#### **6.0 Multiple L-1**

In Case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity In case Bid Capacity is also the same, tenderer having done more value or similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award Instructions with respect to bid Capacity will follow.

#### **7.0 Discharge of tenders**

Before discharging a tender due to higher rates etc. the TC and TAA may examine the possibility of a cartel formation getting lower rates as a result of retendering loss of transparency in re-invited tender the opportunity cost for delay in the execution of the work and the cost of retendering. Each zonal Railway may work out a model Cost estimate for lie process of tendering which may be kept in view by the TC and TAA while examining the tender.

#### **8.0 Price variation Clause (PVC) :**

Price variation Clause (PVC) in Works Contract is dealt with in accordance with provision of item 46A of GCC, July 2014. In order to simplify and enhance the pace of the works, it has been decided to remove The PVC clause in all works contract tenders having vale less man Rs 5 Crore.

#### **9.0 Project Management Consultancy (PMC) :**

In partial modification to Railway Board's letter no 2007/CE.1/CT/18 dated 05.07.2010. and 14.09.2017, it has been decided to edam the scope of PMC services for all works contracts costing more than Rs.10 Crore in open, Constriction and RE organization while ensuring the following;



- a) Personal approval of DRM/PHOD/, CPHOD would be required on case to case basis.
- b) The proposal to engage PMC services for any protect/contract shall be governed as per instructions contained in Railway Boards letters mentioned above (and amended from time to time) These instructions will also be applicable for all the works approved for PMC by DRM/PHOD/CPHOD.
- C) The word Deputy CE or its equivalent mentioned in the instructions above shall mean Equivalent Branch Officer of the Division/ Railway Electrification (RE).
- d)The expenditure incurred on PMCs should be within the D&G charges as per extant instructions.

#### **10.0 Contractor's Measurements :**

In partial modification to Railway Board's letter no 2018/CE-I/CT/14 Measurement/1dated 21.09.2017, and 2016/CE-I/CT/14 Measurement/3 dated 21.09.2017 , it has now been decided to extend the scope of Contractors Measurement for all works costing more than Rs. 5 Crore in Divisions, Construction and RE organization, subject to following condition:

- a) Approval of DRM/PHOD/CPHOD, without finance concurrence.
- b)The proposal to have works measurements by Contractors for any project/contract shall be governed in accordance with the instructions contained in Railway Board's letters mentioned above (amended from time to time). Such instructions are applicable for all the works approved for Contractors Measurement by DRM/PHOD/CPHOD.
- c)The word Deputy CE or its equivalent mentioned in the instructions above shall mean equivalent Branch Officer of the division/RE Organization, XEN/AXEN shall mean their equivalent counterparts in Division/RE organisation.

#### **11.0 Deposit Works:**

These works are defined in accordance with para 1843 of IR Code of Engineering Department. The method of execution is also defined therein. The limit of variation by 20% due to reasons other than escalation etc. may not be applicable for Deposit Works. Sanction execution and variations in these works shall be made by the Railway administration in consultation with the sponsoring authority bearing the Cost of the deposit works, within the broad guidelines provided in IR Code of Engineering Department and Model SOP-October 2017. Revised detailed estimate should however be within the powers of the sanctioning authority.

12.0 This issues with the concurrence of Associate Finance of Transformation Cell Railway Board

Kindly acknowledge the receipt and ensure compliance.



Sd/-

(T. K. Pandey)

Executive Director, Transformation

1. PFAs, all Indian Railways & Production Units
2. The ADAI (railways), New Delhi
3. The Director of Audit, all Indian Railways

Sd/-

(Sanjeeb Kumary)

Executive Director(Account), Transformation

Copy to

1. The Director Indian Railway Institute of Civil Engineering Pune
2. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur
3. The Director, Indian Railway Institute of Signal and Telecommunication Engineering Secunderabad.
4. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
5. The Executive Director Indian Railway Centre for Advanced Maintenance Technology, Gwalior.
6. The Director, Indian Railway Institute of Transport Management, Lucknow.
7. The Registrar, Railway Claims Tribunal. Delhi
8. The General Secretary. IRCA. New Data
9. The Chief Commissioner of Railway Safety, Lucknow.
10. The Secretary. Railway Rates Tribunal, Chennai.
11. The Chairman, Railway Recruitment Board, Ahmedabad. Ajmer, Allahabad, Bangalore Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
12. CMD/MD of all railway PSUs.

Copy to:

1. The Genl. Secy . AIRF, Room No. 248, & NFIR Room No. 256-C. Rail Bhavan.
2. The Secy. Gen), IRPOF Room No 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan.

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS). DG (RPF), DG (Stores), DG(Pers), OG(S&T)
3. All AMs, Principal Executive Director & Executive Director of Railway Board

Sd/-

(T. K. Pandey)

Executive Director, Transformation



**Annexure-A**

Reference - Para 6.1 of ITT

**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,

M/s.....(hereinafter 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 upto Two year. 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 upto Two year.
- 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

(As per ACS No.2, ACS-03 and ACS No. 04 circulated Vide Railway  
Boards letters No. 2022/CE-I/CT/GCC-2022/policy Dated:-  
13.12.2022, Dated- 26.04.2023 and Dated:- 07.08.2023)

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

**This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.**

**ANNEXURE-V(A)****Reference - Para 6.1 of ITT**

*(This certificate is to be given by attorney/authorized signatory/ each member of partnership firm/joint venture(JV)/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 certified that I/ we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent Authority is enclosed ),

SEAL AND SIGNATURE  
 OF THE CONSTITUENT FIRM/ CONSTITUENT PARTNER

Place:

Date:

(As per ACS No.2 circulated Vide Railway Boards letters No. 2022/CE-I/CT/GCC-2022/policy Dated:- 13.12.2022)



**ANNEXURE – B**

Reference Para 48.(3)

**Final Supplementary Agreement**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement).

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

**Or**

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party*



*hereto of the second part).*

*And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the*

*party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

*(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)*

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: \_\_\_\_\_

**ANNEXURE – C**

(Reference-Para10.3 &amp; 17.15.3 of Tender form (Second sheet) of Annexure I of ITT new GCC April 2022)

**TENDERER'S CREDENTIALS (BID CAPACITY)****\_\_\_\_\_RAILWAY**

For tenders having advertised value more than Rs **10 crore** wherein eligibility criteria includes 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:

**(As per ACS No. 11 dated 13.03.2026)**

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 upto the date of inviting of tender.

**(Changes incorporated as per ACS No.1 circulated Vide Railway Boards Letter No 2022/CE-I/CT/GCC-2022/Policy Dated:- 14/07/2022).**

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 upto 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 upto 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.



## Format For Performance Guarantee Bond

**ANNEXURE – D**

To,  
The President of India,  
Through the Sr. Divisional Finance Manager,  
Western Railway, Divisional Railway Manager's Office,  
Vadodara Division, Vadodara

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from..... (Hereinafter called "the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated.....made between DRM WA (Engineering) and ..... (herein after called "the said Agreement") the Performance Guarantee for the due fulfilment by the Contractors of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs..... Rupees.....only) We..... indicate the name of the Bank herein after referred to as the Bank) at the request of..... contractor/s do hereby undertake to pay the government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2.We.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reasons of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3.We undertake to pay to the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/suppliers(s) shall have no..... against us for making such payment.

4.We, .....(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, including maintenance/Warrantee period, and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DRM WA (Engineering) office/Department) Ministry of Railway certifies that the terms and conditions of Agreement have



been fully and properly carried out by the said Contractor(s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the.....we shall discharged from all liability under this guarantee thereafter.

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

6.This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/Supplier(s).

7.We, .....(indicate the name of Bank) .....undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated this.....day of.....20.

**Annexure-E**

**Office of PCE**  
**Western Railway, HQ**  
**Churchgate,**  
**Mumbai-400020**

No.WHRQ0ENGG(WWMC)/2/2019/E-1508

Date: 07.06.2024

**Sr.DEN(Co.): MMCT/ADI/BRC/RJT/BVP/RTM**

**Sub:** Instructions for incorporating the JPO, Circular etc. Provisions in the Tender Document for all works requiring digging work close to Railway signaling, telecommunication, electrical etc. Cables. .

**Ref:** (i) Railway Board letter no 2024/CE-I/CAO(C)Workshop/part-2 dated 30.06.2024  
(ii) Board's letter No. 20211Tele15(213-Part(I))(3a25647) dated 12.06.2023

Please find enclosed herewith Railway board letter at ref (i) regarding instruction to ensure strict compliance of para 9 containing in Board's letter under reference (ii) "Telecom Circular No. 09/2023" which is which is self explanatory.

This is for your kind information and necessary action please.

DA: As Above

Digitally Signed by Prem

Sagar

Date: 07-06-2024 15:21:11

Reason: Approved

(Prem Sagar)

**Dy.Chief Engineer/Works & SD**





भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
(रेलवे बोर्ड Railway Board)



No. 2024/CE-I/CAO(C)Workshop/part-2

New Delhi, dated: 03.06.2024

**The Principal Chief Engineers**  
All Indian Railways.

**Sub: Instructions for incorporating the JPO, Circular etc. Provisions in the Tender Document for all works requiring digging work close to Railway signaling, telecommunication, electrical etc. Cables. .**

Ref: (i) Board's letter No. 2021/Tele/5(2)/3-Part(1)(3425647) dated 12.06.2023

Board vide letter under reference (i) "Telecom Circular No. 09/2023" has issue a Joint Procedure Order (JPO) on the subject 'procedure for undertaking digging work in the vicinity of Signaling, Electrical and Telecommunication cables'. (Copy enclosed)

In regard to lodging FIR with RPF in cases of work being executed by authorised contractors who have been duly permitted to execute the works, Zonal Railways are requested to ensure strict compliance of para 9 containing in Board's letter under reference (i) "Telecom Circular No. 09/2023" which is reiterated as under:-

'Para-9:- Railway will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who has been duly permitted to execute the works'.

DA:- As above.

*(Signature)*  
03.06.24  
(गौरव)

**निदेशक सिविल इंजीनियरिंग(जी)**  
**रेलवे बोर्ड**

[Phone: 030-47598(Rly) : 011-23307598(MTNL)]  
Email address: dceg@rb.railnet.gov.in;



आज़ादी का  
अमृत महोत्सव

भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
रेलवे बोर्ड (Railway Board)



### Telecom Circular No.09/2023

सं.2021/Telc/5(2)/3-Part(1)(3425647)

नई दिल्ली, दिनांक: 12.06.2023

The GM/CMD/MD/PCAO/CAO,  
All Indian Railways, KRCL, PUs, CORE, COFMOW  
(As per standard list)

The DGs/Directors  
RDSO, NAIR, All CTIs

**Sub.: Procedure for undertaking digging work in the vicinity of Signalling, Electrical and Telecommunication cables**  
**Ref.: JPO issued vide Board's letter No.2003/Telc/RCIL/1Pt.IX dated 24.06.2013 (Telecom Circular No.17/2013)**

\*\*\*\*

A Joint Procedure Order (JPO) for undertaking digging work in the vicinity of underground Signalling, Electrical and Telecommunication cables was issued last vide Board's letter No.2003/Telc/RCIL/1Pt.IX dated 24.06.2013 (Telecom Circular No.17/2013). Notwithstanding the provisions contained in the JPO for protection of cables, a significant number of cable-cut incidents and practical difficulties in implementation of certain provisions of the said JPO were reported.

Board, therefore, constituted a committee of SAG officers to revisit the JPO. Based on the recommendations of the committee, Board (MI) has approved broad guidelines for procedure to be adopted by Zonal Railways for protection of cables while undertaking digging work in their vicinity (**Annexure**). These guidelines are in supersession of JPO issued vide reference above.

Zonal Railways are requested to issue local instructions/guidelines/JPO implementing these broad guidelines within a month of issue of this letter. Zonal Railways may also ensure that these local instructions/guidelines/JPO are also made part of all tenders for works in the vicinity of cables in accordance with the instructions issued by Civil Engineering Dte of Railway Board vide letter No.2023/CE-I/EDCE(G)/Misc. Dated 18.04.2023.

DA: As above

राकेश रंजन  
24/6/23

कार्यकारी निदेशक (दूरसंचार विकास)  
दूरभाष: 011-47843012, 030-43012  
ई.मेल: edtd@rb.railnet.gov.in

Copy to:

1. PSO to M(I) for kind information of Member/Infra
2. ED/SD, EDEE/M, EDCE/G, ED/GS/C-II for information & ensuring implementation of guidelines in letter & spirit
3. PCSTE, PCE & PCEE, All Indian Railways



(Annexure to letter No. 2021/Tele/5(2)/3-Part(1)(3425647) dated 12.06.2023)

**Annexure**

**Guidelines for protection of cables while doing work its vicinity**

1. Cable route marking for all types of cable must be made available block section wise on Railnet.
2. Before allowing the contractor to work near the tracks, the work executing agency (like SrDSTE/SrDEN/SrDEE or DyCSTE/DyCEE/DyCE etc.) shall ensure that the permission has been granted by the division to the contractor in accordance with the local instructions / JPO to work in the vicinity of the cables. Zonal railways shall devise suitable mechanism and timelines for the obtaining/granting such permission.
3. In case of works being taken up by the State Government, National Highway Authority etc., zonal railways shall devise mechanism for shifting the cables or for proper protection of cables before granting permission to work.
4. The engineering control shall keep all the information regarding any works being done near the track. S&T and electrical control shall obtain this information from engineering control. These controls shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission.
5. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6. For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, Zonal Railways may sanction works for cable shifting if necessary through contingency/supplementary/revised estimate where provision does not exist. However, in case zonal railways decide not to shift cables (due to any reason) then protection of cable shall be ensured by the zonal railways during execution of the work.
7. Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	₹ 1.0 Lakh
Only OFC	₹ 1.25 Lakh
Both OFC & Quad	₹ 1.5 Lakh
Electrical Cable	₹ 1.0 Lakh

*[Handwritten signatures and initials]*





8. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, zonal railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility. Joint note should be forwarded by SrDSTE/SrDEE to the executive in-charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to SrDSTE/SrDEE as the case may be. There should be provision of appeal by contractors within one month of notice for levying penalty at ADRM level. Decision of ADRM shall be final and binding upon both parties.
- ✓ 9. Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.
10. Zonal Railways shall issue local instructions/JPO for protection of cables while undertaking works in the vicinity of railway tracks in line with this guideline. Zonal Railways shall also ensure that such instructions become part of their tender document within one month of the issue of the local instructions. Suitable action against erring officials shall also be incorporated in these instructions if the same is not adhered to.

*[Handwritten signatures and initials]*



### Annexure - F

Procedure order for ensuring Safety at work site. (JPO) - Attached as PDF separately.

### Annexure - G

Para 5 of the Instructions to Tenderers

### (Bid Security)

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

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

President of India,  
Acting through .....,  
..... Railway,

Beneficiary .....Railway

Date: .....

Bank Guarantee Bond No.:

Date:-----

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

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [***Insert name(s) of authorized representatives of the Bank***], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [***Insert required Value of Bid Security***] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or



recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from.....*[insert date of issue]* till.....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	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.

**{The contract shall be governed by new GCC April-2022}**

**Note:** In case of any discrepancy / variation in Tender Documents & GCC April 2022, the provision of GCC April 2022 Will prevail with Latest correction slip.

**GCC April 2022 and Advance Correction Slip No.- 01 to 11 Attached separately  
May please see.**

**END OF DOCUMENT**