



Office of the Senior Divisional Electrical Engineer, Lumding

TENDER DOCUMENT
Tender No: EL/LM/26-27/13

Name of work: Various modification work in LHB coaches of all the coaching depots (AGTL, SCL, GHY, KYQ, NGC) of LMG Division

Advertised cost: ₹ 40413843.78

Date of Opening 30/07/2026

Note: i) Tender documents are not transferable.

ii) Tender document should be submitted without detaching any pages.

Signature of Tenderer Sr. Divisional Electrical Engineer, Lumding

for and behalf of President of India

**N.F. Railway
(Electrical Department)**

Notice for e-tendering works contract vides Sr. DEE/LMG Notice No. Sr.DEE /LMG/12 of 2026-27dated: 30.06.26
Works tender through e-tendering system are invited from licensed electrical contractor for the work as given below:

S N	Tender No.	Name of work	Tender value	Earnest Money	Cost of tender	Completion period of work	Date & time of	
							Closing of tender	Opening of tender
1	EL/LM/26-27/13	Various modification work in LHB coaches of all the coaching depots (AGTL, SCL, GHY, KYQ, NGC) of LMG Division	₹ 40413843.78	₹808300.00	NIL	180 days	11:00 Hrs. on 30.07.2026	11:30 Hrs. on 30.07.2026

Note:

- The complete information with the tender document of above e-tender will be available upto 11:00 Hrs. on 30.07.2026 on website <http://www.ireps.gov.in>. The tenderer requires to submit their e-tender on this website only.
- Tenders other than in the form of e-tendering shall not be accepted against above e-tender. For this purpose, contractors are required to get themselves registered with IREPS website along with Class III Digital Signature Certificates.
- Rate entered into rate page and duly signed digitally shall only be considered. Rates in any other financial entity on any other form/letter if attached by tenderers shall not be considered.
- Documents being attached should be signed digitally by the tenderer.
- Tender will be opened at the specified time, place & date. In case the specified date is declared as holiday, the tender will be opened on the next working day at the same time & place.
- In case of any difficulty, all the tenderers/contractors are requested to contact help desk available on the website of IREPS.
- In case of any discrepancy between the tender document downloaded from IREPS and the master copy available, the later shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.
- Railway administration will not be responsible for any delay/difficulties/inaccessibility of the downloaded facility for any reason whatsoever. Supporting document /certificates from the govt organization and PSU with whom they worked /are working should be enclosed. Certificate from private individuals/ organization for whom such works are executed will not be accepted. Offers not accompanied with supporting documents of credentials & experience shall be summarily rejected without any notice to the tenders and no correspondence in this regard shall be entertained.
- Compliance/implementation with/of the GST Act-2017:-
 - 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 and follow the guidelines of GST Act.
 - 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)/ Assam's State Goods and Services Tax Act, 2017 (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding.
- The offers which are incomplete, without supporting documents, unsigned, conditional, will be summarily rejected.
- The Railway reserves the right to either cancel the tender or reject any or all the tenders without assigning any reason thereof.
- 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. (Annexure-1 & Annexure-2).
- Document Verification Certificate:** Tenderer should submit a certificate in the prescribed format (please download the format from the link given in www.ireps.gov.in) for verification / confirmation of the documents submitted for compliance of eligibility / qualifying criteria. Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.

“No post tender correspondence will be done with the participant tenderer(s) for deficient credentials noted during scrutiny of tender/offer nor any credential will be accepted after opening of the tender and the offer shall be decided on the basis of submitted/credentials downloaded with offer only.”

Senior Divisional Electrical Engineer,

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

N. F. Railway, Lumding
For & on behalf of the President of India.

Copy forwarded for information & necessary action & displaying on the notice board for wide circulating to:

- (1) CEE, FA&CAO, CVO, N. F. RLY, Maligaon,
- (2) Dy.CEE/CON/MLG, Sr.DEE/KIR, APDJ, RNY, GHY, TSK.
- (3) All Electrical Supervisors of the Lumding Division.
- (4) Dy.CEE/W/NBQS, DBWS
- (5) Chief Cashier/MLG, DCOS/PNO.
- (6) DAUO, Sr.DEN/C/LMG, Sr.DEN-I/LMG, Sr.DEN/MLG, DEN/GHY.
- (7) CEE/PLG/MLG – Requested to instruct his representative to inform that only E-tendering mode is applicable.
- (8) Sr.DFM/MLG - Please depute one of his nominated Sr. SO to attend the tender opening at specified date.
- (9) Sr.DSC/LMG, RPF//Inspector/SCL, GHY: For information please.

Senior Divisional Electrical Engineer,
N. F. Railway, Lumding.
For & on behalf of the President of India.

NORTHEAST FRONTIER RAILWAY
TENDER FORMS (SECOND SHEET)

1. Instructions to Tenders & 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) Schedule of approximate quantities (enclosed)
- d) Standard General Conditions of Contract, Standard Specifications (Works and Materials) of Indian Railways updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents/copies of which can be seen in the office of Sr.Divisional Electrical Engineer, Northeast Frontier Railway, Lumding.
- e) Tender Notice and Tender Corrigendum.
- 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.

Notes: The Tender Document and Tender Schedule for the works can be seen at the IREPS website.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

2. Drawings for the work: -The Drawing for the work can be seen in the office of the Senior Divisional Electrical Engineer, Northeast Frontier Railway, Lumding 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 Schedule of Rates of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule 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 Schedule. 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. COMPLETION PERIOD: The works are required to be completed within a period of **180 days** from the date of issue of acceptance letter.

6. Bid Security : **The bidder shall mandatorily submit Bid Security .Non submission of Bid security shall lead to summary rejection of the offer.**

7. Rights of Railway to deal with Tender: The authority for the acceptance of the tender rest with the Railway as per MSOP. 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 the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. ELIGIBILITY CRITERIA:

- (a) The minimum eligibility criteria for the tendered work shall be as described in the Notice of Inviting Tender (NIT). The tenderer shall submit a copy of the NIT along with the offer.
- (b) **The following shall be the minimum eligibility criteria for the works costing above Rs.50 lakhs.**

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) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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.

The Similar nature of works for this instant tender shall be “Any Electrical supply, erection & commissioning work or modification work or repairing work in Railway LHB Coaches/Power Cars.” The tenderer should have executed the similar nature of works in Central /State Government department or PSUs of Central /State Government.

- ❖ **The work completion report issued from sub-ordinate office (concerned SSE & less than the rank of JAG) for any work regarding release of PG money ,SD money of completed work will not be considered as Technical Eligibility Criteria.**

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-15, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-13.

10.4 No Technical and Financial credentials are required for tenders having 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 fulfilment 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 fulfilment 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 fulfilment of credentials.*
6. *In case a work is considered similar in nature for fulfilment 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 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
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.*

Note:

(i) Tenders accompanied with any false documents in support of their credentials will be summarily rejected and Bid Security amount will be forfeited.

(ii) Tenderer must have to submit valid Electrical Contractor license as per Indian Electricity Rules for the respective category of works and also submit Supervisory competency certificate(SCC) for the respective category of works issued by Government Electrical License Board on or before closing date of tender. Copy of Electrical Contractor license should be submitted along with the tender offer, otherwise tender will be summarily rejected.

The tenderer(s) shall furnish necessary certificate from the government/client in proof of the above along with the tender. **The certificates issued by a private party/organization shall not be accepted.**

11. Tenderer's Credentials:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:

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

(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work. Documents testifying tenderer previous experience and financial status should be produced along with the tender.

(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-3. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway 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 five years.

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

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

13. **Details of the Works Completed and the work in hand** in the format shown in ANNEXURE-‘A’. The tenderer(s) are required to submit photo copies of the contract agreement of the works.

14. The Details as per ANNEXURE – ‘B’ to ‘E’ to be submitted with supporting documents.

15. SUBMISSION OF TENDER

15.1 Tenderers are required to quote rates in the Financial Offer Tab provide for this purpose during submission of E-Tender.

The complete information with Tender Document of above e-tender will be available **upto 11:00 Hrs. onin website <http://www.ireps.gov.in>**. The tenderer requires to submit their **e-tender** on this website only.

15.2 Any tender received after the deadline prescribed by the Railway for submission of tenders in Para 12.1 will not be considered.

15.3 GST: Compliance with the GST Act, 2017 under Clause of GCC -April 2022**15.4 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.
- (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.

15.5. 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-3. 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.

15.6 The Tenderer is hereby advised to study the tender document in www.ireps.gov.in portal carefully and may also ascertain the nature quantum of work and working condition before submission of his offer.

15.7 The submission of the tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and that the Tenderer is aware of the full scope of the work to be done.

15.8 Non-compliance with any of the condition set forth herein above is liable to result in the tender being rejected.

15.9 Joint Venture firms are not allowed to participate in this Tender.

16. ACCEPTANCE/ REJECTION OF TENDER(S):

- 16.1 The authority for 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 no tenderer(s) shall demand neither 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. No correspondence will be entertained with the tenderer/ tenderers in respect of the rejection of any or all tenders.
- 16.2 If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 16.3 If a tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.
- 16.4 The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Sr. Divisional Electrical Engineer, Northeast Frontier Railway, Lumding for carrying out the work according to the current General Conditions of Contract and Standard Special Condition of Contract, April 2022 with latest amendments.

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

18. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing **which tender shall be summarily rejected.**

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

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

- 19. RIGHT TO ACCEPT:** The Railway reserves the right to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 20. RIGHT TO NEGOTIATE:** The Railway reserves the right to negotiate with some or all the tenderers for any reason whatsoever, should the Railway decide to negotiate, the original tender offer shall continue to be binding on tenderer up to the date specified in the tender or the date extended by mutual agreement from time to time.
- 21. INSPECTION OF SITE:** Before submitting the 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 rates of the tender document are adequate and all-inclusive to accord with provision of the General and Special Conditions of Contract for the completion of the works to the entire satisfaction of the Engineer.
- 22. SCRUTINY OF TENDER DOCUMENT:** The submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of the implications thereof. Any clarification required by a tenderer can be obtained from the office of the Sr. Divisional Electrical Engineer, N.F. Railway, Lumding-782447 on any working day between **10.00 hrs. and 16.00 hrs.**

23. OPENING OF TENDER:

- 23.1** If tender opening day happens to be Bandh/holiday, the tender will be opened on the next working day at the same time & place.
- 23.2** The Tender of any Tenderer who has not complied with one or more of the foregoing instructions may not be considered. The N.F. Railway will examine the tenders to determine whether these are complete, whether the requisite Bid security has been furnished, whether the documents have been properly signed, and whether the tenders are in order in all respects. The tenderers name, the presence or absence of the requisite Bid security and such other details as the N.F. Railway or their authorized representatives, at their discretion, may consider appropriate will be read at the time of tender opening.
- 23.3** The Tenderer should submit the valid documents of incorporation of Company/Partnership deed duly attested by notary public with seal and notarial stamp thereon along with the Technical bid.

24. TENDER EVALUATION:

- 24.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process.
- 24.2 Any effort by a tenderer to influence the N.F. Railway or their representatives in processing of the tenders or award decisions may result in the rejection of his tender.
- 24.3 The Contractor shall not communicate or use in advertising, publicity or in any other medium, photograph or other reproduction of the work under this Contract, or description of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Sr. Divisional Electrical Engineer, N.F. Railway, Lumding.
- 24.4 All documents, correspondence, decisions and other matters concerning the contract shall be considered as confidential and of restricted nature by the contractor and he shall not divulge or allow access thereto by any unauthorized persons.

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

(a) Should a tenderer

- i) be a retired Engineer of the gazette rank or any other gazette 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 25.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

26. 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:

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

(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):

(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 Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

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

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

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

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

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

27. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

28. SPL NOTE: - (1) The documents which are not enclosed here with can be seen in the office of Senior Divisional Electrical Engineer, N.F. Railway, Lumding on any working day during office hours. (2) Moreover any latest Guidelines/Circulars/Correction Slip issued by Railway Board/RDSO or Zonal Railway shall be followed unconditionally.

27. PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC.

27.1 PARTNERSHIP DEEDS: The tenderer shall clearly specify whether the Tender is submitted on his own or on behalf of a partnership firm/Company/ society etc. The tenderer(s) who is/are constituents of firm,company,association or society shall enclose self-attested copies of the constitution of their concern, partnership deed and power of attorney along with tender. Tender documents in such cases shall to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association or society, as the case may be.

27.2 POWER OF ATTORNEY: The Railway will not be bound by any change 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.

(Signature of Tenderer) Sr. Divisional Electrical Engineer,
Northeast Frontier Railway/Lumding
(On behalf of the President of India)

TENDER FORM (THIRD SHEET)**SCHEDULE OF WORK****Tender No: EL/LM/26-27/13**

Name of work: Various modification work in LHB coaches of all the coaching depots (AGTL, SCL, GHY, KYQ, NGC) of LMG Division

The schedule of work along with the assessed rate is shown under 'SCHEDULE – A' and 'SCHEDULE – B' below. The tenderer shall quote their rate only in percentage (%) above or below or at par of these assessed rates.

SN	Description of works	Qty	Unit	Rate including GST	Cash
<u>SCHEDULE – A-Provision of Differential Pressure Switch (DPS) based heater protection system for RMPU for LHB EOG/HOG AC coaches as per modification sheet no. RDSO/PE/MS/AC/0089 (Rev. 0) - 2022</u>					
1	Differential pressure switch (DPS) of pressure range from 0.08-1.20 (Inches WC) shall be provided with more than 10,00,000 operations with automatic reset with IP-54 protection as per IEC-60528 with UL-94 VO	1140	Nos	2271.22	2589190.8
2	Suitable length SS304 tube ID 4.0 mm and 6.6 mm of OD to connect the differential pressure switch to heating element.	2280	Metre	1284.87	2929503.6
3	Installation of DPS switch in RMPU unit, wiring in coach and commissioning as per requirement vide modification sheet no. RDSO/PE/MS/AC/0089-2022 (Rev-0) dated. 06.02.2023 or latest.RDSO/PE/MS/AC/ 0089 (Rev. 0 - 2022) Dt. 06.02.2023 or latest complete in all respect as per direction of engineer in charge at site	1140	Nos	1946.77	2219317.8

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

SCHEDULE B: Provision of single connection arrangement at the input of MPCB/MCB instead of existing looping arrangements in LHB type EOG/HOG coaches & Power cars as per RDSO Modification sheet No. RDSO/PE/MS/TL/0097-2025 (Rev-0).					
1	Supply of cage clamp type terminal block 57 A, 1000 V. Make: RDSO/ RCF/ICF approved sources like Phoenix Contact part no. 3002369	2856	Nos	761.12	2173758.72
2	Supply of copper lug/thimble (pin type) for 16 sq. mm cable. Make: RCF/ICF approved sources like Ascon, Kamlesh, Chetna, etc.	2856	Nos	10.74	30673.44
3	Supply of copper lug/thimble (pin type) for 6 sq. mm cable. Make: RCF/ICF approved sources like Ascon, Kamlesh, Chetna, etc.	1071	Nos	2.89	3095.19
4	Supply of copper lug/thimble (pin type) for 4 sq. mm cable. Make: RCF/ICF approved sources like Ascon, Kamlesh, Chetna, etc.	6426.00	Nos	2.62	16836.12
5	Supply of copper lug/thimble (pin type) for 2.5 sq. mm cable. Make: RCF/ICF approved sources like Ascon, Kamlesh, Chetna, etc.	13923.00	Nos	1.12	15593.76
6	Supply of copper lug/thimble (pin type) for 1.5 sq. mm cable. Make: RCF/ICF approved sources like Ascon, Kamlesh, Chetna, etc.	2142.00	Nos	0.76	1627.92
7	Supply of DIN channel 250 mm long. Make: RDSO/ RCF/ICF approved sources like Phoenix Contact	357.00	Nos	309.86	110620.02
8	Supply of cage clamp type MPCBs for RMPU-1 and RMPU-2 (1.6 - 2.5 A). Make: RDSO/ RCF/ICF approved sources like Schneider GV2ME073, ABB MS132-2.5K or Siemens 3RV2011-1CA20	1428.00	Nos	7324.88	10459928.64
9	Supply of cage clamp type MPCBs for RMPU-1 and RMPU-2 (2.5 - 4.0 A). Make: RDSO/ RCF/ICF approved sources like Schneider GV2ME083, ABB MS132-4.0K or Siemens 3RV2011-1EA20	714.00	Nos	7425.88	5302078.32
10	Supply of cage clamp type MPCBs for RMPU-1 and RMPU-2 (7 - 10 A). Make: RDSO/ RCF/ICF approved sources like Schneider GV2ME143, ABB MS132-10K or Siemens 3RV2011-1JA20	1428.00	Nos	7599.09	10851500.52

11	Supply of end cap/stopper. Make: RDSO/ RCF/ICF approved sources like Phoenix Contact part no. 3022218	3213.0	Nos	74.64	239818.32
12	Disconnection of all cables from the output of K-44 contactor and input/output cables of MPCBs and MCBs	357.00	Job	3092.96	1104186.72
13	Fitting, fixing, testing and commissioning of all the supplied materials	357.00	Job	6627.77	2366113.89
	Grand Total				40413843.78

(Rupees Four crore four lakh thirteen thousand eight hundred forty three rupees and seventy eight paisa only.)

- ❖ **The rates of the schedule items are inclusive of GST and all other taxes .The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(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.**

SPECIAL CONDITION :

1. All materials which will be utilized for this work shall confirm to relevant IS/RDSO.
2. All the materials should be got approved from Sr.DEE/LMG before execution of work.
3. The firm should paint C.A.No. and Date on each major executed items at a distinct spot.
4. The contractor(s) have to supply all petty stores, which may be required for successful commissioning of the equipments, but not mentioned in the Schedule of works. The rate quoted against each item shall be inclusive of those petty stores.
5. Dismantling of existing Old / defective assets, if any to be cleared from proposed site free of cost by the contractor.
6. Penalty: If during inspection it is found use of non- standard item other than mentioned in scheduled items, penalty of Rs. 1000/- per instance will be imposed.
7. The credit for replacement item if any should be taken into account. Warranty period should be fixed after replacement of items.
8. The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection, testing and commissioning of all the equipment in compliance with the respective specifications.
9. Successful Tenderer, shall execute the work as per priority & time limits given by Engineer or representative in view of needs of the project. Successful tenderer will not have right to use completion period clause to plan various activities according to his convenience.
10. The successful tenderer should conduct detail survey of site/ location where the work is to be executed along with Railway site engineer to assess the quantity of various items cover in tender schedule and submit the detail assessment of each schedule quantities.
11. All the installation work shall be subject to inspection by the purchaser time to time during execution to ensure that the work is done in accordance with technical data & explanatory note, drawings and is of the best quality suitable for the purpose. All the defects / discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.
12. On completion, the contractor shall furnish a certificate in a prescribed form with countersignature by the "licensed supervisor" of the contractor.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

13. The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser.
14. The contractor has to arrange all tools, tackles, manpower and testing instruments required for routine check-up and maintenance as well as for attending the breakdown at own cost. No Railway's transport or any sort of travel facilities will be provided by Railways for meeting the requirements of maintenance. No excuse on account of delay in movement by road or rail is accepted.
15. The manufacturer's test certificate, proof of manufacture by approved manufacturer/brand, proof of placement of order by the contractor on approved manufacturer, and certificate of conformity of product to relevant IS specification of manufacturer shall be supplied by the contractor in original.
16. All electrical works shall be carried out in accordance with the provision of Indian Electricity Act 1910 and Indian Electricity Rules, 1956, amended up to date. The work shall also conform to relevant Indian Standard Codes of Practice.
17. All the released material/scrap etc. so taken out from the existing working site will have to be returned through proper challan to concerned site incharge at contractor's cost.
18. The tenderer shall visit the site before filling of tender forms, so as to have a clear idea of location, infringements and other topography of location in respect of quantum of work involved and then only he shall quote. It shall be presumed that participants in this tender have seen the site before quoting their offer.
19. Detail drawing, design & specification etc. must be got approved from competent authority before fabrication, supply, erection, commission under this work head. Other foundation drawing, earth drawing, structural drawing, specifications or any required drawing not mentioned in Scope of the Work must be got approved before inspection & supply of items.
20. WARRANTY: The Contractor shall be responsible for any damage to equipments provided in the equipments, due to defective design, materials and workmanship for a period of 12 months from the date of handing over the equipments after successful commissioning. The Contractor shall attend to the complaint (including replacement of defective components, if required) within 12 hours from the time of receipt of complaint at his own cost.
21. Any item of the work of minor nature whether specifically mentioned in the scope of work or not but necessary for the completion of the work as per site requirement and for proper functioning or commissioning of the equipment will be supplied by the contractor free of cost.
22. The decision of Rly. In case of any dispute regarding unsatisfactory working/services or termination of contract would be final.
23. The tenderer must fulfill all the legal and statutory requirements prescribed by central or state govt. from time to time applicable to the contract.
24. Contractor shall supply the material duly inspected by Railway representative or agency as nominated by Sr.DEE/LMG for certain high value / cost items as per special condition of contract. Contractor therefore shall deliver the material with all material testing / Inspection certificates and getting dispatch clearance accordingly.
25. All the inspection and testing charges shall be borne by the contractor. The contractor shall submit details of the material being offered before actual delivery so that the inspection can be arranged at manufactures premises/ consignee premises.
26. Any typographical error shall not be construed to be befit of the Contractor. In such cases the interpretation and decision of Sr. DEE/LMG shall be final and binding up on the tenderer.
27. Due care has been taken while framing technical specification, however if any deviation from prevailing standard norms is noticed at the time of execution the same shall be rectified and made good by the contractor. Contractor shall also bring such things if ever noticed by them to the knowledge of this office and to field Engineer.
28. The contractor shall comply with all the provisions of the latest labour laws.
29. The latest GCC with Advance Correction Slip (ACS) dated 13.03.2026 shall be followed invariably.

Note:

- 1(a) All the wiring work should be carried out in the presence of Rly Engineer at site and in accordance with the Indian Electricity Act 1910 & with IE rules 1956 amended upto date. During wiring colour code of cables/conductors as per IE Rules 1956 amended upto date, shall be strictly followed.
- 1(b) The work shall confirm to relevant Indian Standard code of practice.
- 1(c) The electrical installations works, relevant safety codes of practice shall be followed.
2. The type of wiring viz. surface fixed PVC conduit/concealed/casing & capping wiring specified in scope of work/schedule should be strictly followed accordingly.
3. As regards to point wiring, sub-circuit wiring, main circuit wiring etc specified in scope of work/schedule should be strictly followed.
4. The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised from time to time. Railway will not be responsible for any violation of the act of regulation by the contractor.

5. a) For verifying the Minimum wages, inclusive of EPF & ESIC, paid by the contractor, the EPF & ESIC statement should be checked.
- b) EPF statement of the contractual labours working in a particular contract should only be considered. The names of the contractual labours mentioned in the EPF statement must be cross checked with the attendance register to ensure that only genuine contractual labours are being paid the Minimum Wages.
- c) In manpower-based contracts where wage rate is apportioned against the number of hours of duty carried out by the contractual labours and derived as rate per workstation-Hour, the ratio of wages to the working hours claimed by the contractor during a bill period must be calculated as per EPF statement. This said ratio needs to be noted down in the bill file and the manpower expenses must be paid accordingly. In other word, calculation of manpower cost in manpower-based contracts may be derived from EPF & ESIC statement only, which is submitted by the contractor. No other basis for derivation of manpower cost -should be used to ensure proper disbursement of wages to the manpower engaged in the work.

Penalty Clause: Following penalties shall be levied from the contractor's bills.

SN	Activity	Penalty Amount in
1	Not deploying of Diploma engineer	25000.00 (Twenty Five thousand /month)
2	Not deploying of Graduate engineer	40000.00 (Forty thousand /month)

Note: The behavior of contractor or his staff with Railway officials shall be courteous in the matters of execution of the contract. If the contractor staff are misbehaving with the Railway officials, a penalty of Rs.500/- per each incidence / occasion will be levied and the particular contractor staff should be replaced with suitable new person. If contractor himself misbehaves with the Railway officials, a penalty of Rs.1000/- per each incidence / occasion will be levied.

PROVISION OF EFFICIENT AND COMPETENT STAFF AT SITES BY THE CONTRACTOR.

- The Contractor shall maintain efficient and competent staff to give the necessary directions to his / her workers and to see that the work is executed as per prescribed guidelines.
- In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, he / she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions.
- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to him / her charge for the purpose of the services and shall be responsible for all damage or loss caused by him / her, his / her agents, permitted sub-contractor, or his / her workers or others while they are in his / her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him / her by the Engineer and on completion of the services shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- The Contractor shall be responsible to take all precautions to ensure the safety of the public and staff whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Engineer.
- All the materials should be got approved by the officer in charge at site and Sr.DEE/LMG before execution of the work.
- Guaranty/warranty against any manufacturing defects for any items supplied to be provided from the date of commissioning.
- Contractor's staff should perform all execution work as per instruction given by site incharge.
- Contractor has to make his own arrangements for loading /unloading of materials at site.
- Warranty, GST certificates should be enclosed or incorporated in the bills preferred.
- The supervisor must be provided with a cell phone in his own Name and Phone No. should be submitted to field offices.
- Payment will be made as per actual consumption of material on Quarterly basis.
- All the dismantled material should be handed over to E.I.C. at site with proper challan.
- All electrical works should comply with Indian Electricity Act 2003 and rules framed there under and International Standard

1.21 RAILWAY SITE SUPERVISOR

Railways may keep a supervisor at the site general coordination with other authorities. Any operational and maintenance related problem shall be reported to Railway supervisor and officer.

1.22 TERMINATION OF CONTRACT

If Railway is not satisfied with the work even after repeated instructions, then also Railway may initiate action for termination of the contract, contract will be terminated after giving 7 days and 48 hours notice. Continuous unsatisfactory maintenance will also lead to termination of contract.

In all the case terms and condition of latest GCC will be followed.

Make of scheduled items:

All the materials required for the execution of the work must be of any RDSO approved make.

SCOPE AND DESCRIPTION OF WORK & GENERAL CONDITIONS:**SCOPE OF WORK:**

1. All materials which will be utilized for this work shall confirm to relevant IS/RDSO.
2. All the materials should be got approved from Sr.DEE/LMG before execution of work.
3. The firm should paint C.A.No. and Date on each major executed item at a distinct spot.
4. The contractor(s) have to supply all petty stores, which may be required for successful commissioning of the Equipment's, but not mentioned in the Schedule of works. The rate quoted against each item shall be inclusive of those petty stores.
5. Dismantling of existing Old / defective assets, if any to be cleared from proposed site free of cost by the contractor.
6. The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection,testing and commissioning of all the equipment in compliance with the respective specifications.
7. Successful Tenderer, shall execute the work as per priority & time limits given by Engineer or representative in view of needs of the project. Successful tenderer will not have right to use completion period clause to plan various activities according to his convenience.
8. The successful tenderer should conduct detail survey of site/ location where the work is to be executed along with Railway site engineer to assess the quantity of various items cover in tender schedule and submit the detail assessment of each schedule quantities.
9. All the installation work shall be subject to inspection by the purchaser time to time during execution to ensure that the work is done in accordance with technical data & explanatory note, drawings and is of the best quality suitable for the purpose. All the defects / discrepancies, if any, pointed out during inspection should be attended by the contractor immediately.
10. On completion, the contractor shall furnish a certificate in a prescribed form with countersignature by the "licensed supervisor" of the contractor.
11. During the period of guarantee, the contractor shall be liable for the replacement at site of any parts which may be found defective, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (contractor's) own expenses.
12. The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser.
13. The contractor has to arrange all tools, tackles, manpower and testing instruments required for routine check up and maintenance as well as for attending the breakdown at own cost. No Railway's transport or any sort of travel facilities will be provided by Railways for meeting the requirements of maintenance. No excuse on account of delay in movement by road or rail is accepted.
14. The manufacturer's test certificate, proof of manufacture by approved manufacturer/brand, proof of placement of order by the contractor on approved manufacturer, and certificate of conformity of product to relevant IS specification of manufacturer shall be supplied by the contractor in original.
15. All electrical works shall be carried out in accordance with the provision of Indian Electricity Act 1910 and Indian Electricity Rules, 1956, amended up to date. The work shall also conform to relevant Indian Standard Codes of Practice.
16. All the released material/scraps etc. so taken out from the existing working site will have to be returned through proper challan to concerned site incharge at contractor's cost.

17. The tenderer shall visit the site before filling of tender forms, so as to have a clear idea of location, infringements and other topography of location in respect of quantum of work involved and then only he shall quote. It shall be presumed that participants in this tender have seen the site before quoting their offer.
18. Detail drawing, design & specification etc. must be got approved from competent authority before fabrication, supply, erection, commission under this work head. Other foundation drawing, earth drawing, structural drawing, specifications or any required drawing not mentioned in Scope of the Work must be got approved before inspection & supply of items.
19. WARRANTY: The Contractor shall be responsible for any damage to equipments provided in the equipments, due to defective design, materials and workmanship for a period of 12 months from the date of handing over the equipments after successful commissioning. The Contractor shall attend to the complaint (including replacement of defective components, if required) within 12 hours from the time of receipt of complaint at his own cost.
20. Any item of the work of minor nature whether specifically mentioned in the scope of work or not but necessary for the completion of the work as per site requirement and for proper functioning or commissioning of the equipment will be supplied by the contractor free of cost.
21. The decision of Railway In case of any dispute regarding unsatisfactory working/services or termination of contract would be final.
22. The tenderer must fulfil all the legal and statutory requirements prescribed by central or state govt. from time to time applicable to the contract.
23. Contractor shall supply the material duly inspected by Railway representative or agency as nominated by Sr.DEE/LMG for certain high value / cost items as per special condition of contract. Contractor therefore shall deliver the material with all material testing / Inspection certificates and getting dispatch clearance accordingly.
24. All the inspection and testing charges shall be borne by the contractor. The contractor shall submit details of the material being offered before actual delivery so that the inspection can be arranged at manufactures premises/ consignee premises.
25. Any typographical error shall not be construed to be befit of the Contractor. In such cases the interpretation and decision of Sr. DEE/LMG shall be final and binding up on the tenderer.
26. Due care has been taken while framing technical specification, however if any deviation from prevailing standard norms is noticed at the time of execution the same shall be rectified and made good by the contractor. Contractor shall also bring such things if ever noticed by them to the knowledge of this office and to field Engineer.

Note: - The contractor has to comply with the latest guidelines issued by the Railway Board with latest amendments from time to time.

1(a) All the wiring work should be carried out in the presence of Railway Engineer at site and in accordance with the Indian Electricity Act 1910 & with IE rules 1956 amended upto date. During wiring colour code of cables/conductors as per IE Rules 1956 amended upto date, shall be strictly followed.

1(b) The work shall confirm to relevant Indian Standard code of practice.

1(c) The electrical installations works, relevant safety codes of practice shall be followed.

2. The type of wiring viz. surface fixed PVC conduit/concealed/casing & capping wiring specified in scope of work/schedule should be strictly followed accordingly.

3. As regards to point wiring, sub-circuit wiring, main circuit wiring etc specified in scope of work/schedule should be strictly followed.

4. The employees of contractor shall not be entitled for any facility as is being provided to Railway staff. It is the sole responsibility of contractor to observe and abide by the factory Act, Provision of Labour Act, Workman compensation Act, Provident fund Act, Minimum wages Act, Payment of wages Act, and contribution towards EPF. Gratuity Act and other regulations framed by the Govt. and revised from time to time. Railway will not be responsible for any violation of the act of regulation by the contractor.

INSTRUCTIONS TO TENDERER

1. On behalf of the President of India, Sr. DEE/LMG, Northeast Frontier Railway, Lumding (herein after referred to as "Railways") invites on line tenders from established and reliable contractor(s)/ tenderer for as set forth in the "Schedule/ scope of works with special terms and conditions.

2. 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 no tenderer(s) shall demand

any explanation for the cause of rejection of his/their tender in the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

3. 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.

4. If the tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

5. All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed offer form and duly signed and stamped.

6. Tenderer(s) shall submit their offers made as per the Indian Railways General as well as Special conditions of contract .

7. The Tenderer must produce all the required documents as per Tender Notice & documents. Eligibility of the firm must be attached along with the Tender documents. If the Tenderer does not fulfill the eligibility criterion mentioned above, the offer will be summarily rejected.

8. The Railway Administration will reserve the right to accept or reject any offer. Authority for acceptance or otherwise of the offer will rest with the Railway Administration which, does not bind itself to accept any offer and not assign any reason for rejecting the same.

9. Effect of offer a. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the tenderer shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the "Railways". b. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing .

10. **Local conditions:** It will be imperative for each tenderer to fully acquaint him with all the local conditions and factors, which would have any effect of the performance of the contract and the cost of item of works. The "Railways" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.

11. Partnership deeds, Power of Attorney etc. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along-with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along-with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tender 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.

12. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and Authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign " No Claim Certificate" and refer all or any disputes to arbitration.

13. Intending tenderers are requested to inspect the concerned site prior to submit their tenders with a view to understand the actual scope of work under contract and then quote their rates in realistic manner.

Note:-

1) The tenderer should quote the percentage in figures and words, where there is a difference between percentages quoted in figures & words, the lower rate will be taken as correct.

2) Where no rate against item has been quoted the tender should be treated as incomplete and liable to be rejected summarily.

3)The contractor has to comply with the latest guidelines issued by the Railway Board with latest amendments from time to time.

SCHEDULE – B

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

I / WE OFFER TO DO THE ABOVE WORK (Strike out whichever is not applicable);

1. (AT PAR),

OR

2. (+)% (IN FIG.)
 (IN WORDS) ABOVE,

OR

3. (-)% (IN FIG.)
 (IN WORDS) BELOW,

THE ASSESSED RATE OF EACH & EVERY ITEM OF SCHEDULE.

NB: If the difference occurred in between figure & words, whichever is lower shall be taken into consideration.

Signature of Tenderer

STANDARD GENERAL CONDITIONS OF CONTRACT

(General Condition of the Contract-April/2022)

FOR USE IN CONNECTION WITH WORKS CONTRACTS

DEFINITIONS AND INTERPRETATION

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

(a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

- (b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean Divisional Electrical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Electrical i.e. Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, and shall mean & include the Engineers of the Successors Railway.
- (f) "Engineer's Representative" shall mean the Assistant Electrical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.

(o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

(p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.

(q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

(r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

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

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

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

GENERAL OBLIGATIONS

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

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

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

3. (1) **Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) **Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

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

5. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary

course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

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

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

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

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

10. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

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

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

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

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

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

16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India,

either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

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

(a) Final Payment of the Contract as per clause 51.(1) and

(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

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

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

16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a notarized Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA) of an amount of 5% of the LOA value. Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

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

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Government Securities including State Loan Bonds at 5% below the market value;

(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vi) Deposit in the Post Office Saving Bank;

(vii) Deposit in the National Savings Certificates;

(viii) Twelve years National Defence Certificates;

(ix) Ten years Defence Deposits;

(x) National Defence Bonds and

(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion

plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

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

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

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

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

(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 conditions.

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

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

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

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

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

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

The non-submission of request for extension or submission of request within less than one month before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

17.B-Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-12) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the ***rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.***

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

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

NOTE:

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

18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.(2) DEDUCTION OF CESS UNDER THE BUILDING AND OTHER CONSTRUCTION WORKERS 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 1% shall be deducted from contractor's bills as per provisions of the Act. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

19.Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off

or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

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

20.1 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.

20.2 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.

20.3 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.

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

21.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

21.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 21.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 21.1.

21.3 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.

22. Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and

(c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

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

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

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

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne

by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

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

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

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

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

25.(1) Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

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

Note: As per GCC APRIL 2022 Clause 40A: Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of

works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

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

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

26.VARIATIONS IN EXTENT OF CONTRACT: -

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

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

26.(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 contract value.

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

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

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

(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 the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

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

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any remeasurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of

objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(c) In this contract, SSE in charge shall record the measurement of the said work in **Measurement Book (MB)** and will give the work done statement after supervised by him with full satisfaction as per terms and conditions and the same shall be test checked by concerned DEEs.

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

(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer. The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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

(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.

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

30.(1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

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

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

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

31. Price Variation Clause (PVC): Not Applicable .

32.Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

33.Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

LABOUR

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

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

1. **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on

behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

2. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

36-A. 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.

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

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

36-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.

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

36-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.

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

(a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

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

(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."

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

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

38. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

39. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

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

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

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

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

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

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

41.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

41. (6) Medical Facilities at Site: The Contractor shall provide medical facilities at the sites as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

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

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

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

42. DETERMINATION OF CONTRACT: - As per clause No.61 & 62 of GCC-April/2022 with up to date printed/advance correction slip. Clauses 61 & 62 of GCC- April/2022as below:

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

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

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

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

If the Contractor should:

(i) Becomes bankrupt or insolvent, or

- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer Then and in any of the said Clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued. Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

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

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- (c) In the contract rescinded in part or parts,
 - (i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
 - (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

44. Conciliation of Disputes:

(i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.

(ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

(iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

(iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

(v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

(vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

44.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract GCC April 2022 or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

44.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB. The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45.(1) : Demand for Arbitration:

45.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 GCC April 2022 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

45.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions GCC April 2022.

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

45.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

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

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

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

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

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

45.(3) : Appointment of Arbitrator:

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

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

45.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i) of GCC April 2022, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

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

45.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 45.(3)(a)(i) and clause 45.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

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

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

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

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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

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

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

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

- (a) Serving Gazetted Railway Officers of not below JA Grade level.
 - (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
 - (c) Age of arbitrator at the time of appointment shall be below 70 years.
 - (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
 - (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) of GCC April 2022, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences.
- A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 45.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- 45.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- 45.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 45.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 45.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
45. (6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV, GCC April 2022 to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.
- 45.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 45.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

46. JURISDICTION OF THE COURTS:-

The courts of the place where the contract has been entered into by North East Frontier Railway shall alone have the Jurisdiction to decide any dispute arising out of or in the respect of the contract.

47. ASSIGNMENT OR SUBLETTING OF CONTRACT:-

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under clause of GCC, APRIL 2022 (latest amendments) and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

48. Termination :

The Railway shall have the right to terminate the contract if the service rendered by the "Contractor" is found not to be satisfactory during the currency of the contract serving one month's notice in writing to the "Contractor".

49. All terms & conditions should be followed as per the recent GCC rules i.e. GCC, APRIL 2022 (latest amendments)

50. In case of discrepancy between General Conditions of Contract and Special Conditions of Contract, the latter shall prevail.

-SPECIAL TERMS & CONDITIONS OF CONTRACT -

1. Contractor should take all safety precautions while executing work.
2. Contractor should ensure that all the labour should have good experience and knowledge of LT-HT maintenance work. Also they should be aware of safety precautions in electrical works.
3. Supervisor has to properly maintain register for signing in and off of contractor's staff working.
4. No medical facility, railway accommodation, Railway passes, pension etc will be given in any way to the workers /laborer of the contractor in case of any accident during the course of work.
5. Before submitting the offer the contractor has to inspect the place of work.
6. The laborers thus engaged will not be entitled for any right or preference for absorption in railway services.
7. The rate quoted by the contractor should be inclusive of all taxes, Surcharge, cess or duties as per the then prevalent rate.
8. The railway administration reserves the right to extend or terminate the contract on or before the completion of the contract agreement period.
9. The list containing the names, Police verified addresses, affixing a photograph along with the signature of each employees appointed by the Agency shall be made available to the railway authorities with their Bio-data and medical fit certificate before commencing the contract.
10. The changes in the personnel deployed will not be allowed without prior approval/permission of the Sr.DEE/LMG or an authorized officer.
11. No TA /DA/any sort of traveling facility will be provided to the contractor or to his laborers' for any journey undertaken for fulfillment of the contractual obligation of this contract. The contractor shall not be liable to claim any increase in the rate over tender rates quoted by him /them for the work.
15. All the staff should be provided with photo Identity Card. The cost to be borne by contractor.
16. Any contractor staff should not be allowed to the duty in intoxicating condition.
17. Subletting of contract is not permissible.
18. All related documents for the work of Contractor's will be maintained by concerned SSEs.
19. Railway reserve the right to terminate the contract at any point of time by serving seven days notice in advance without assigning the reason thereof.
20. Railway reserves the right to withdraw any of the schedule items at any point of time according to its requirement.
21. One Complaint book is to be maintained by the contractor's for filling complaints against the staff deployed by contractor for work under concerned SSEs.
22. **DAMAGES/LOSS OF MATERIAL:** The contractor shall be solely responsible for any damage or any other railway property by contractor's staff and in case of any such event; he shall have to pay for the damage as directed by the railway administration.
23. **CANCELLATION OR SUSPENSION OF CONTRACT:** The railway administrative shall be at liberty without giving any reasons ,to suspend temporarily or terminate permanently this contract on giving 7days notice in writing and the contractor shall not entitled to any compensation by reason therefore.
24. Railway authority will not bear any liabilities for provision of quarters, medical assistance, Railway pass, pension and any mishap to the private Guard etc.
25. No material shall be allowed to carry from the above complex to outside without proper authority.
26. Loading, unloading during the transportation of maintenance materials should be done by the contractor's staff deployed.
27. The SSE/ICs will be in charge. In case of any dispute, the decision of Sr.DEE/LMG will be final.
28. Railway will not be at any time responsible for any accident/ injury occurring to the Labour employed by him for executing this work. The contractor shall wholly be responsible and shall see that, proper attention and medical treatment is given to the Labour employed by him .The contractor shall be responsible for any claim arising out of the employment for injury or death or otherwise in the course of employment under any stature.
29. The Contractor has to bring the tools and other accessories required for the work at his cost.
30. The contractor is responsible for proper arrangement of whole sole safety precaution like safety kit, helmet, providing safety related training to the staff deployed etc.
31. Medical kit with electrical accident case should be available for emergency purpose in the vehicle allotted.
32. In addition to the above conditions, the provisions of Indian Contract Act and Child Labour (Prohibition & Regulation) Act are applicable.
33. Each Contractor staff should get his salary from the contractor through bank and a copy of receipt should be submitted to the office of Sr.DEE/LMG along with bill.
34. The nominated staff of contractor shall observe all safety rules prevailing in the place of work.
35. If any negligence is found in Scope of Work/Unsatisfactory work, the contract will be terminated with forfeited of PG money, Security deposit and Bid Security deposit.

The contractor should provide satisfactory evidence acceptable to the Railway to show that he/they is /are a reputed firm/contractor who regularly under takes the works similar to the subject tender and has adequate technical knowledge and experience preferably in Railways. The contractor should have proper and competent supervisory control organization to ensure that there is adequate control at all stages of execution of the contract.

ADDITIONAL SPECIAL CONDITIONS FOR TENDER DOCUMENT

1. These additional special conditions are applicable to tender document and considered as part of it.
2. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer's. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender documents are not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
3. The Tenderer shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
4. The end of tender document is indicated by "END OF TENDER DOCUMENT" marker. Tenderer(s) should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
5. The tender document downloaded from website though does not bear signature of Railway authority shall have same authority as having directly purchased from Railway Office. Tenderers while submitting his offer must sign all pages of tender document.
6. The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/ deletion/ tempering, whatsoever, in the downloaded documents. The Tenderer's offer shall be rejected and full earnest money shall be forfeited, in case it is detected at any time after submission of offer, that they have made any modification in down loaded documents. In case such modification is noticed even after award of contract, Railway is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Railway in hard copy shall prevail and decision of Railway thereon shall be final and binding on Tenderer/Contractor.
7. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Further Tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.
8. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender.
9. This "Additional Conditions for Tender Document downloaded from website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
10. The following declaration should be given by the Tender while submitting the tender.

Sr. Divisional Electrical Engineer
N.F. RAILWAY, LUMDING
(For and on behalf of the President of India)

Declaration:

I/We have downloaded the tender document from the website <http://www.ireps.gov.in> and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified. I/We understand that my/our tender is liable to be rejected

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

and full earnest money deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tenderer

END OF TENDER DOCUMENT

ANNEXURE-A

(Credential Form)

DETAILS OF WORKS CARRIED OUT SINCE LAST 7 YEARS AND UNDER PROGRESS:

SN	Particulars of Office/ Deptt. Under whom the work was/is being executed.	Particulars of works carried out/ in progress or awarded	Duration of execution/ probable date of completion	Contract No. date & value	Amount of payment received.
1	2	3	4	5	6

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

Signature of the Tenderer(s)

Format attested

Date.....

ANNEXURE – B**FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

In consideration of the President of India acting through the (hereinafter called “the Government”) having agreed to exempt (hereinafter called “the said contractor(s)”) from the demand, under the terms and conditions of an Agreement No. date made between the Government and the said Contractor(s) for (hereinafter called “the said Agreement”), of the performance guarantee condition contained in the said Agreement, on production of a bank Guarantee for Rs..... (Rupees..... only), we, (herein called “the Bank”) at the request of the said contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, 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 due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs.

3. We, the bank undertake to pay to the Government any money as demanded notwithstanding any dispute or disputes raised by the said contractor(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 said contractor(s) shall have no claim against us for making such payment.

4. We, 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 and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Performance Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the , we shall be discharged from all liability under this Guarantee thereafter.

5. We, 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 for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we, the bank shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of Government or any indulgence by the Government to the said contractor(s) or by any such 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 said Contractor(s).

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

Dated the..... day of 20....

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

for

(Indicate the name of Bank)

Note: - Stamp paper as required shall be used. Certificate from the Collector(Revenue) has to be embodied on the Guarantee bond regarding adequacy of the stamp duty fees in the deed.

ANNEXURE - C

DECLARATION FORM

I/We hereby certify that,

- (i) I am/we are not related to any one employee in the Gazetted and Non-Gazetted capacity in the Signal & Telecomm/ Engineering and/or any other Department of the N.F. Railway.
- (ii) I/We draw attention to the fact that I am/we are related to the following employee(s) in the Gazetted and Non-Gazetted capacity in the Signal & Telecommunication/ Engineering and other Department of the N.F. Railway.

SN	Name of the Employee(s)	Designation & Deptt.	Degree to relationship.

Note: The item which is not applicable should be struck out.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

Signature of the Contractor(s)

Name& Address.....

ANNEXURE - D

NO CLAIM CERTIFICATE

I/Wehereby certify that I/We have no claims outstanding against the N.F. Railway, either for work done or for labour supplied or for materials supplied or on any other account and that I/We have been paid in full and in final settlement and satisfaction of all my/our claims.

.....

.....

Signature of witness

Signature of the Contractor.

Date.....

Date.....

ELECTRONIC FUND TRANSFER MANDATE FORM

Annexure-E

To
The Sr. DFM
N. F. Railway, Lumding.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

We refer to the **ELECTRONIC FUND TRANSFER (EFT)** system being set up by N. F. Railway, Lumding for remittance of our payments using RBI's EFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted account.

NAME OF ORGANISATION AND ADDRESS:

.....

.....

.....

MICR/IFSC CODE OF BANK:.....

BANK NAME:.....

BRANCH NAME:

BANK ADDRESS:

BRANCH TELE/FAX NUMBER:.....

BANK ACCOUNT NUMBER:.....

TYPE OF ACCOUNT:

A xerox copy of cheque leaf is attached herewith for necessarily action at your end.

Encl: As above.

Signature & stamp

Confirmed by Bank:

Annexure -1

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

Office of

No. ____

Railway

Dated:-

The PFA/ Sr.DFM/ Dy. FA
HQ/ Division/ Workshop/ Cost

Sub: Opening of LC

Ref: Supply Order/ Contract Agreement No .

It is requested to open a sight LC against the above referred Order/ Agreement in favour of ____.

The details of beneficiary are as under:

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

1. Name of Contractor/Supplier :
2. Vendor Code :
3. Address :
4. Tender No. :
5. Contract Agreement No. :
6. Description of Goods/ Service :
7. Value of Contract :
8. Stages of payment:
9. Expected payment within 6 months (LC Amount):
10. Beneficiary bank details:
 - a) Bank name
 - b) Address
 - c) Account No.
 - d) IFSC code

11. Validity/ period for which LC is to be opened:

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

(Signature)

Name: _
 Designation: _
 (Official Seal)

Annexure -2

LCDA No. (18 DIGIT IPAS GENERATED No.)

Dated:

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/ Supply Contract No. _____ Dated _
 (ii) Inland Letter of Credit No. Dated _

This document is issued against contract No. ---- (FROM IREPS)----- dated-----for supply/ work of --- (DESCRIPTION OF GOODS/ 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 INR .. (FROM ABSTRACT OF BILL PASSED)... Out of a total LC amount of INR ... (FROM MASTER TABLE OF LC OPENED) against the first/second* commercial Invoice No.(FROM IPAS) dated FROM IPAS _ for INR(FROM IPAS)----- raised against the above contract from State Bank of India---- (branch-FROM LC MASTER TABLE)--- _ on the strength of this Certificate.

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

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

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

THIS PAYMENT:-

LC BALANCE AFTER THIS PAYMENT:

(Signature of authorized Railway authority)

Name:

Designation:

Official Seal:

Annexure -3**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer (including its constituents), 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 . 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 or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five 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 or incorrect 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 besides any other action provided in the contract including banning of business for a period of upto five 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).

SEAL AND SIGNATURE
OF THE TENDERER

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

Place:

Dated:

**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 – 4

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
India

for and on behalf of the President of India

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

Witnesses

ADDRESS: _____

ANNEXURE – 5

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**_____
RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – 6

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

N.F.RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – 7

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

N.F.RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – 8

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....**(DETAILS OF PART OF WORK TO BE MENTIONED)****N.F.RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – 9

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK..... (DETAILS OF PART OF WORK TO BE MENTIONED)**N.F.RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-10**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

ANNEXURE-11**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of GCC.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

ANNEXURE – 12

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ *(name of work)*.

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ *(Quote specific application of Contractor for extension to the date received)* _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ *(give here the stipulated date for completion with/without any liquidated damage fixed earlier)* will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ *(here mention the extended date)*, further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – 13

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT of GCC, April 2022

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ **RAILWAY**

For tenders having advertised value more than Rs 20 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:

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

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 prescribed proforma of railway for statement of all works in progress and also the works which are awarded to tenderer but not yet started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of -

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started 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.

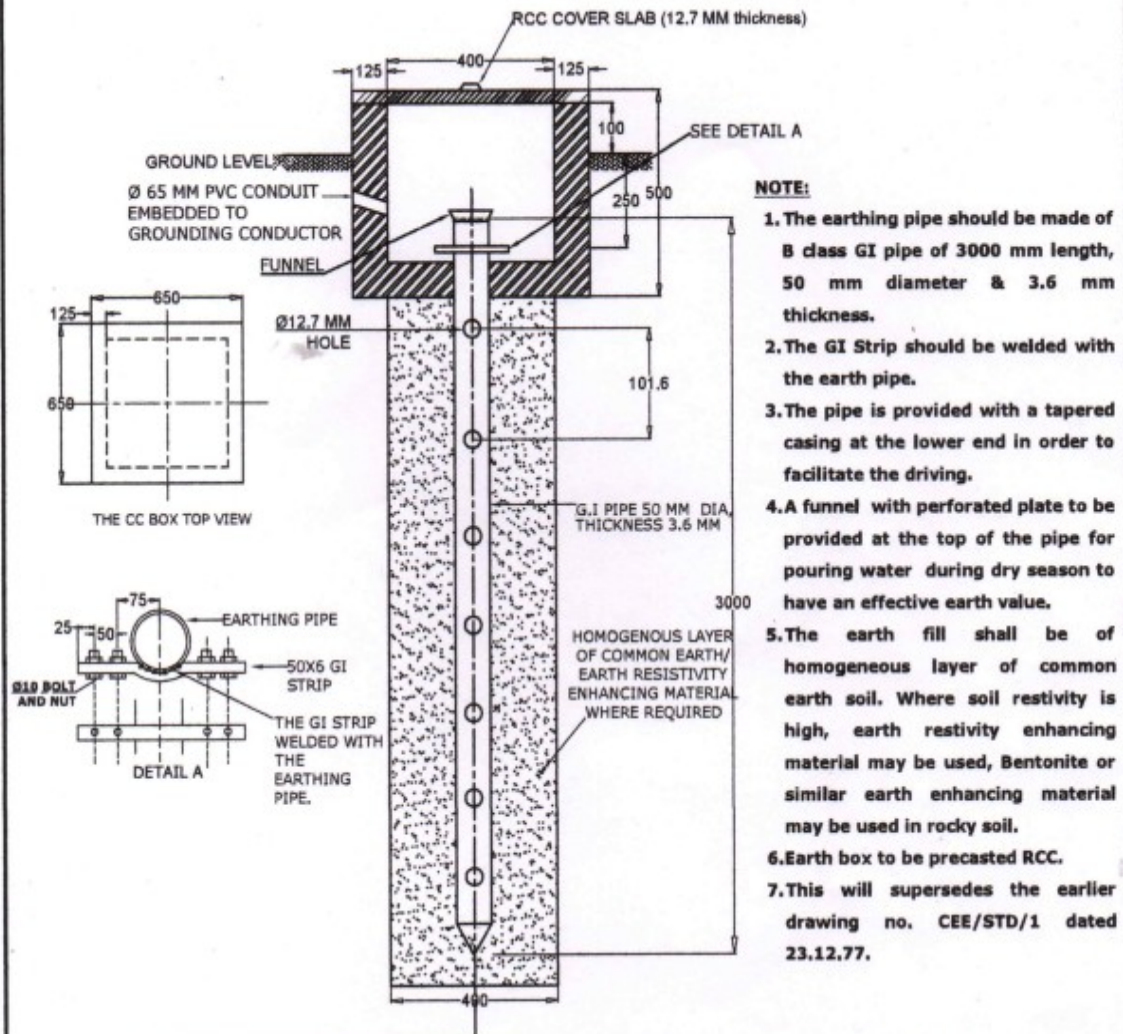
The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(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.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

- (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.

DRG NO: PCEE/ELG/DRG/2024/1 dated 30.09.2024

**FIG: PIPE EARTHING ARRANGEMENT FOR ELECTRICAL GENERAL SERVICES INSTALLATIONS
(ALL DIMENSIONS ARE IN MM)**

DRAWING NO. & DATE	PCEE/ELG/DRG/2024/1 dated 30.09.2024
DRAWING NAME	Pipe Earthing arrangement for Electrical General services installation
REFERENCES	1. IS 3043:2018 (Second Revision). 2. CEE/NFR Drawing No. CEE/STD/1 dated 23.12.77 3. CAMTECH Handbook on Electrical Earthing, December, 2010, 4. Electrical General Services Manual, Volume-1 (Power Supply), 1st Edition-August, 2022.
DRG PREPARED BY	SSE/P-II/HQ
APPROVED BY	CEGE/NFR For PCEE/NFR
OFFICE	PCEE Office, Maligaon, NFR HQ

Annexure –14

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 any time.
6. This guarantee will remain valid and effective from.....[insert date of issue]till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

Signature of Tenderer(s) Sr.Divisional Electrical Engineer

N.F. Railway / Lumding

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.....

signature(s)

Bank's Seal and authorized

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Seal

Bank's

[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.

Annexure –VI(B)

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC April 2022

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

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.

3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)