Master Document -02

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1 **Goods and Services Tax (GST):**Goods and Services would be subject to GST Acts and Rules as applicable from time to time(Ref: PCE/SC's letter No.W/417/P/GST/2017 dated 09/06/2017 for Para 2.0 to 2.3)

GST would replace taxes currently levied and collected by Centre like Central Excise Duty, Service Tax, Cess and Surcharge so far as they are related to supply of Goods and Services. GST would also replace State Taxes that is within GST like state VAT, Central Sales Tax, Entry Tax and State cess and surcharges so far as they are related to supply of Goods and Services. *However, seignorage charges, building and other worker welfare cess, IT and IT related cess etc., is likely to continue*.

2 All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per **GST Law**.

2.1 The responsibility for remitting the Service Tax/GST lies with the service providers.

2.2 It is stipulated that all the vendors/service providers should have GST Registration Number while claiming the Service Tax in their invoices.

2.3 "**Seigniorage charges":**(PCE/SC letter No.W.44/B/Vol.VIIdt 06-12-2017).

Seignorage charges/fee for consumption of earth, moorum, sand and other minerals in works execution as fixed by the State Government from where the minerals are drawn and payable to them as revised from time to time during currency of contract will be recovered by the Railway from the contractors, in "on account" and "final bills" and remitted to the State Government unless exemption obtained to the contrary or proof of payment of seigniorage charges submitted as indicated below:

"Transit passes/ redestinated Mineral Dispatch permits/Royalty Clearance Certificates" issued by State Govt., officials in token of having paid seigniorage fee. Such passes/permits/certificates should also indicate the relevant name of work/ contract Agreement Number. In such cases, the genuineness of such documentary evidence produced along with proof of payment of seigniorage charges shall be got verified by the Railway from concerned Mining and Geology department and excess amount recovered, if any, refunded to the contractor.

Note: The word "Consumption" of various minerals indicated in above clause, inter alia means "supply" as well.

2.4 The rates quoted by the tenderer shall be inclusive of seigniorage charges on all items of work to be executed under the contract, applicable as on the last date of submission of tender. Applicable seigniorage charges shall be indicated by the agency while participating in the tender.

2.5 For any subsequent increase or decrease in the rates of seigniorage charges, reimbursement/recovery will be effected to/from the contractor as per the following provisions.

a) For increase in the rates of seigniorage charges after the last date of submission of tender:- the increased amount will be recovered by the Railway from the contractors, in "on account" and "final bills" and remitted to the State Govt., on receipt of State Govt.'s order to that effect. However, the Railway shall reimburse the additional liability to the contractor, provided that the work executed falls in the original completion period of the work or in the extended period granted on administrative grounds i.e. under clause 17-A (i), (ii) or (iii) of IRSGCC.

As such, claims regarding reimbursement due to increase in seigniorage charges shall not be payable for works executed in the extended period granted on contractors account under clause 17(B) of IRSGCC.

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b) For any decrease in seigniorage charges or waival, recovery of seigniorage charges will be made at the rates as prevailing on the last date of submission of tender but remittances to State Government will be made only at the revised reduced rates. The difference in amount will be retained by Railway and contractors will not have any claim on this account.

c) In the event of contractor submitting proof of payment of seigniorage charges also, adjustment of liability by way of reimbursement/recovery of the difference amount arrived based on the increased/reduced rates at which actual payments done by the contractor and the rates of seigniorage as prevailing on the last date of submission of tender shall be effected on the lines of provisions under 3 a) & b) above.

2.6 No additional amount will be paid or claim entertained on this account by the Railway contractor shall not have any claim whatsoever as a result of the increase in the rates of all other taxes, duties, octroi or any form of levies etc., even if incurred on the supply/use of minerals indicated above.

Note: A register shall be maintained by Engineer in-charge in which the entries should be made regarding the documentary evidence i.e., Serial No. of "Transit passes/Redestinated Mineral dispatch permits/Royalty Clearance certificates" issued by concerned authority showing proof of payment of Seigniorage charges, for each bill. Relevant entries shall also be made on receipt of verified document from Mines & Geology department of State Government against the particular bill and "Transit passes/Redestinated Mineral dispatch permits/Royalty Clearance certificates" shall be scored out with cross mark with an endorsement "Accounted against CC/Final bill No ------- dt.----- for Agt.No ". These passes shall be kept on record for subsequent verification till closure of the contract. The register should be page numbered and one page allotted one contract. The reference where the verified "Transit passes/Redestinated Mineral dispatch permits/ Royalty Clearance certificates" is filed shall also be made on the register.

3. <u>Taxes:</u>

i. The tenderer shall quote the rate by taking in to account all the statutory duties/taxes applicable to the work up to the date of opening of tender.

ii. Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt., notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.

iii. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.

iv. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

4. WATER:-

A charge of **One percent** will be made by the Railway for the supply by the Railway of piped water from existing pipe lines and calculated on the amount of all items of work **(DSR/2021/USSOR-2021/NS items)** appearing in the bills payable to the contractor in respect of which work such water has been issued to the Contractor and such charges should be deducted from sums due or payable by the Railway to the Contractor from time to time.

5. In the event of water having to be brought by the Railway to the site of the work in traveling tanks, the actual freight at Public Tariff rate and all other charges incurred therein including any demurrage that may be levied shall be payable by the Contractor and deducted from sums due or payable by the Railways to the Contractor from time to time.

In addition to the charges of one percent referred to above, if additional pipe lines to those already existing are called for by the contractor, the cost of the same and all charges incurred by the Railway in their laying including supervision charges will be paid by the contractor or the contractor provides and lay his own piping at the discretion of Divisional Engineer.

6. The Railway does not guarantee work under each items of the Master Schedule. For example if a gate-lodge or gang huts are to be built between stations and the work order issued to the sectional contractors additional payment on account of lead or freight charges for the materials that may have to be brought by rail or by road, will not be admissible.

7. If there arises any discrepancy between the printed **DSR-2021/USSOR-2021** as amended by addendum and corrigendum slips issued from time to time upto date and the schedule attached to the Tender pertaining to this work, the former shall be treated as authenticate and binding in all purposes shall prevail.

8. Rubble masonry shall be first sum of Railways Specification No 503 according to South Coast Railway Specification for materials and works. Contractors attention is particularly invited to dressing of stone as laid down in the Railway's specification.

9. The Special conditions supplemented to the conditions of Tender and contracts the General conditions of contract and the notes appearing under the relevant chapter and sub chapters of the **DSR-2021/USSOR-2021** should be considered as part of the contract papers where the provisions of these conditions are at variance with General Conditions of Contract these special conditions shall prevail.

10. **Water Supply from Railway System :** Clause-31.(2)GCC-2022:
The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.

11. **Water Supply by Railway Transport:** Clause-31.(3)GCC-2022
In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

12 **(a) Contractor to Arrange Supply of Electric Power for Works:** Clause-31.(4) GCC-2022: 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.

13. Security Deposit: <u>As per Clause 16.(1) of Part-II IRSGCC-2022</u>

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 upto 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 runningbills 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.

13.1 (i) **Refund of Security Deposit**: **<u>As per Clause 16.(2) (i) of Part-II IRSGCC-2022</u>**

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

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

(ii) Forfeiture of Security Deposit: <u>As per Clause 16.(2) (ii) of Part-II IRSGCC-2022</u>

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.

13.2 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 (**<u>As per Clause 16.(3) of Part-II IRSGCC-2022)</u>**.

14. <u>Performance Guarantee (P.G.):- As per Clause 16.(4) of Part-II IRSGCC-2022</u> The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit the Performance Guarantee (PG) , within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of

LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 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 Ministryof 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: and Additional Performance Guarantee as per clause 16(4(h) in any of the following forms

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

Note:.1.The provision of insurance surety bond shall be for all contracts having DOC within 36 months only

2.In case of extension of Date of completion , (DOC), Selected bidder needs to submit extended Insurance Surety Bond /Fresh Insurance Surety Bond /Fresh Performance Guarantee Security , in any form as given above , before expiry of existing Insurance Surety Bond

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

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

(d) The value of PG to be submitted by the Contractor is based on original contract value and shallnot 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 forthe 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.

New Para 16(4) (h) of Part-11 of GCC-22

(h) If a tender is accepted on the quoted rates of bidder which is below the advertised rates of bidder which is below the advertised tender value , an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	**Additional Performance Guarantee (5)**
Below 0-5 % (Inclusive)	**Nil**
Below 5%	**5 %**

15. <u>PRICE VARIATION CLAUSE: As per Clause 46 (A) of Part-II - IRSGCC-2022 (Advance Correction Slip No.1 dated 14.07.2022)</u>

46A. Price Variation Clause (PVC):

15.1 46A.1 -Applicability:

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

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

15.2 46A.2 -Base Month:

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

15.3 46A.3 Validity:

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

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

15.4 46A..4: Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

15.5 46A.5 : No price variation shall be admissible for fixed components.

15.6 46A.6 : The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

SN	Classification / Components		**1A, 2 & 3A**	**4A**	**5A**	**6A**	**7**	**8A**	**9A**	**1B, 3B, 4B, 5B, 6B 8B & 9B**	**1C, 3C, 4C, 5C, 6C, 8C & 9C**	**3D, 4D, 5D, 6D, 8D & 9D**	**3E, 4E, 5E, 6E, 8E & 9E**
1	*Fixed*	*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*
2	Labour	Lc	20	25	30	20	50	20	20	0	0	10	25
3	Steel	Sc	0	0	0	0	0	0	0	85	0	50	0
4	Cement	Cc	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery	PMc	30	15	5	20	15	20	30	0	0	10	30

	& Spares												
6	Fuel & Lubricants	Fc	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	Mc	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	Ec	0	15	0	0	0	0	0	0	0	0	0
Total	100		100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

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

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

4 Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

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

5 Building Works

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

6 Bridges & Protection work

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

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

7 Permanent Way linking

8 Platform, Passenger Amenities

8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E

8B Item(s) for supply of Steel item/fittings

8C Item(s) for supply of Cement Item

8D Item(s) for Fabrication & Erection of Structures including supply of Steel

8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

15.7 46A.7 Formulae:

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

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

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

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

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

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

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

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

15.8 46A.8: The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

15.9 46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

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

(2). Relevant city for referring "JPC (Joint Plant Committee)"rates of steel items(SQ /SB) in different Zonal Railways shall be as under :

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

15.10 46A.10: Price Variation during Extended Period of Contract

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

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

b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B ***of the Standard General Conditions of Contract.***

C. Applicability of PVC for the value of the work done including variation in quantities: *If as per tender conditions, PVC is applicable in the contract; same shall remain applicable irrespective of variation of quantities beyond Agreement value. PVC during extended period of contract shall be governed by para 46A.10 of GCC.* ***(Ref: PCE/SC Lr.No.W.496/Policy/Vol.IX, dated. 02.05.2022)***

16. DEDUCTION OF INCOME TAX AT SOURCE

In terms of new Section 194-C inserted by the Finance Act 1972 , in the income tax Act 1961 the Railway shall at the time of arranging payments to the contractor and/or sub-contractor(in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on Income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to nonresidents shall continue to be governed by Section 195 of the Income Tax Act 1961.

17. LIABILITY OF CONTRACTOR(S) - ANY DAMAGE SUSTAINED BY RAILWAYS DURING ACCIDENTS ETC., CAUSED DUE TO CONTRACTOR(S) FAILURES, FAULT OR NEGLIGENCE. (Clause No.24 of IRGCC-2022).

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.

18. Implementation of – the Building and other construction Workers (RECS) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996 in Railway Contracts (Clause No.55-D of IRGCC-2022).

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 the Registering Officer of the concerned State Govt. (Labour Dept.). **The Cess shall be deducted from contractor's bills as per provisions of the Act**."

19. 59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: Clause No.59.(9) of IRGCC-2022).

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.

EXECUTION OF WORKS

20.1 **19.(1) Contractor's understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

20.2 **19.(2) Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

20.3 **19.(3) Accepted Programme of Work**: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details

of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than **Rs.100 crores**, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc**. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel &Equipment, required on the Site for each major stage.

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

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

20.4 **19.(4) Setting out of Works:** The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

21.1 **20.(1) Compliance to Engineer's Instructions:** The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

21.2 **20.(2) Alterations to be Authorized**: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under written instructions from the Engineer.

21.3 **20.(3) Extra Works:** Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

21.4 **20.(4) Separate Contracts in Connection with Works**: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

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

(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

23.1 **22.(1) Adherence to Specifications and Drawings:** The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

23.2 **22.(5) Meaning and Intent of Specification and Drawings:** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

24 **25. Sheds, Storehouses and Yards:** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's

representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

25 **37. Rates for Items of Works:**

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

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

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

26 The Special conditions supplemented to the conditions of Tender and contracts the General conditions of contract and the notes appearing under the relevant chapter and sub chapters of the **DSR-2021/USSOR-2021** should be considered as part of the contract papers where the provisions of these conditions are at variance with General Conditions of Contract these special conditions shall prevail.

27 The code Nos. description and rates given in the schedule are based on the printed **DSR-2021/USSOR-2021**. Any discrepancy noticed during the execution of the work, in the working rates quantity of cement etc. should be rectified by reference to the printed schedule, which shall be treated as authoritative and binding on the contract. The relevant notes applicable to the respective sub chapters will apply to the items of the Tender schedule and should be considered as having been incorporated in the contract agreement and binding on the Contractor.

28 For any other items not specially shown in the schedule of rates appended to the tender document, the Divisional/Executive Engineer will offer rates as shown for the_____zone in the South Coast Railway printed **DSR-2021/USSOR-2021**.subject to the same percentage adjustment accepted in the contract being applicable to the additional items.

29 It is HEREBY AGREED that it shall be the duty of the contractor to keep himself informed of all corrections, and amendments of the said IRS General conditions of contract-2018 made up to the date of the execution of these presents and no objection shall be taken by the contractor on the ground that he was not aware of such amendments and corrections of the said IRS General Conditions of Contract or to any of them.

30 **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 wh**ole 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 t**erminate the contract by giving** notice to the other party**.**

31. 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-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy availableon 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.

32 MAINTENANCE PERIOD: *The work shall be maintained after completion for a period* ***as specified in the Bill of Quantities attached with NIT where items of work are furnished*** *by the contractor and he shall make good any defects, imperfections, shrinkages or faults which may appear at his own cost.*

33. 39.(1) Rates for Extra Item(s) of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

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

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

i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"

ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"

iii. Market Analysis.

34. **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/agencies (as per A nnexure-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 onaccount of above mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT (As per Clause -41 of IRS GCC-2022):

The procedure as detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

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

35.1 **42(1) Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

35.2 **42(2) (i)** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

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

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

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

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

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

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

36. 42(3)Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively 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.

37. Guidelines on "Deployment of Engineer at Worksite by the contractor- Clause 26A of GCC–2022: Ref: Lr.No.SCR-HQ0ENGG(WC)/139/2020-Dy CE/Works/SCR, dt.26.10.2020)

1.0 Contractor's Graduate Engineer/Diploma Engineer is required to be employed for the following works;

a). Earth work in formation, b) All type of Bridges, c) All types of Buildings (RCC/Steel) and other Civil engineering Structures.

2.0 The employment of Engineer is not required in case of ballast supply and building/colony maintenance Zonal contract works, where the involvement of technical skill is not necessary.

2.1 For track works/ maintenance works retired P.Way supervisors/JE/SSE/P.Way or Graduate/ Diploma engineer having experience of three years (One No.) to be employed.

3.0 Yardstick for deployment of qualified Engineer:

(a) One qualified Graduate Engineer when cost of work to be executed is Rs.500lakh and above, and

(b) One qualified Diploma/Graduate Engineer when cost of work to be executed is more than 50 Lakhs and less than Rs.500 lakh.

(c) In special case, if more than One qualified Engineer is to be employed, tender inviting authority may be allowed to make suitable changes in 3 (a) and 3 (b) with the approval of competent authority in Divisions.

4.0 Qualified Engineer having minimum 3 years experience in the similar works is to be deployed from the actual date of commencement of work to till the date of completion of the work in all respects. This period is to be considered for imposing the liquidate damages specified in the tender document.

5.0 Liquidated Damages in case of non-deployment of prescribed number of Graduate Engineer/Diploma Holders are as under:

(a) In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3.0 (a) above, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, Penalty shall be imposed for an amount of Rs.50,000/- for each month or part thereof for the default period for the provisions, as contained in Para 3.0 (a).

(b) In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3.0(b) above, in terms of provisions of Clause No.26A.2 to the General Conditions of Contract, Penalty shall be imposed for an amount Rs.35,000/- for each month or part thereof for the default period for the provisions, as contained in Para 3.0(b).

37.1 26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

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

26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

37.2 Individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma holder Engineers and contractors for track contract works can employ such individuals at their worksite on Indian Railways.(Ref: Rly. Bd. Lr.No.2012/CE-I/CT/0/20, dt.12.07.2013.)

Note: The above clause is not applicable for contracts for Welding of Rail joints.

38. Railway Contractors / Extension of Provident Fund Act to the Employees working under Railway Contractors:-

(i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause **54 & 55 of Indian Railways General Condition 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 of Portal shall be done as under:

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

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

(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / 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."

39 Conservancy charges as applicable and as modified from time to time will be recovered from Contractor's running bills.

40 Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:(**Clause No.27 (2) of IRSGCC-2020**).

(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 up on the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

41. Modified Defects Liability clause:(This clause is applicable only where construction of (i)Buildings, Roads, RCC Tanks, Platform Walls/Surface, concrete/masonry drains, Bridges including FOBs/ROBs or major repair/painting of bridges). (Ref: PCE/SCs, Lr.No.W.496/Policy/Vol.IX, dated.02.06.2023).

Contractor's primary obligation under this Contract is to carry out and complete the works to the high quality standard set out in the contract i.e. only new material of specified quality and high standard of workmanship shall be ensured during execution. The defects liability period is intended to complement this liability by remedying the defective work i.e. deficiency in quality of works including defects due to faulty material or workmanship which may become apparent during the defects liability period reckoned from the date of issue of completion certificate. The normal use based wear and tear or damage due to an act or omission not attributable to the Contractor, shall be excluded from the liability of the Contractor under this clause. The Defects Liability Period (DLP) shall be 36 months for the works consisting of construction of (i)Buildings, Roads, RCC Tanks, Platform Walls/Surface, concrete/masonry drains, Bridges including FOBs/ROBs or major repair/painting of important bridges and liability of the Contractor shall be as under:

1) lf any defect is found during the defects liability period, the Contractor must, promptly and at its own cost repair, replace or otherwise make good (in consultation with the Engineer) the defect as well as any damage to the facility caused by the defect. The Contractor will bear all incidental costs, including any costs of removal associated with the repair, replacement or making good of the defect or damage.

2) lf the Contractor fails to commence the work necessary to remedy the defect or any damage to the facility caused by the defect within a period of 21 days of issue of such notice, the Railway may proceed to do the work, or engage any other agency to do the work and the costs, including incidental costs, incurred by the Railway as a result will be a debt due and payable to the Railway on demand and may be deducted from Security Deposit or from any payments otherwise due to the Contractor in any other Contract anywhere in Indian Railways.

3) Where the Railway, acting reasonably, considers that substantial repair, replacement or making good is done during last quarters of DLP or during 21 days notice period which falls beyond original DLP, the defects liability period shall extended by a suitable period in such a manner that any repair, replacement or making good the works shall have cover of 3 months of extended DLP.

4) The acceptance at any time of Materials or Equipment by or on behalf of the Railway shall not be a bar to future rejection if they are subsequently found to be Defective, inferior in quality, or uniformity to the Material or Equipment specified, or are not as represented to the Railway.

5) The decision of the Engineer for determination of the defects needing repair/replacement or the cost incurred by Railways in defect rectification or estimated cost of repair, if the contractor fails to do the work within specified period shall be final and binding on the Contractor.

6) Only after successful completion of aforesaid liability by the Contractor, SD money shall be released after deductions, if any due to failure on the part of the Contractor. On submission of "Indemnity Bond" in the Format enclosed, SD money may be released after 12 months from the date of issue of Completion Certificate provided no defects have been observed in the work executed during 1st year of DLP.

7) The rights of the Railway under this clause are in addition to and do not limit any other rights which the Railway has under this contract or under any law of the land.

8) The "Defect Liability Clause" shall supplement the liability of the contractor during Maintenance Period specified elsewhere in the Contract and the conditions under this Clause shall supersede such conditions of the Contract to the extent of contradiction.

9) Any determination by the Engineer under Defects Liability Clause shall be treated as"Excepted Matter and shall not be arbitrable.

Format of "Indemnity Bond"

FORMAT OF INDEMNITY BOND FOR RELEASE OF SD BE FORE DEFECT LIABILITY PERIOD IS OVER (To be furnished in Stamp paper as per Stamp Act)
(Stamp Paper should be purchased in the name of the Contractor)

This deed of Indemnity executed on …… at ……. by M/s…… having its registered office at ……, through Mr…… as the authorized representative of M/s……., hereinafter referred to as "Indemnifier" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, representative and assignees in favour of …… South Coast Railway having its registered office at ……., through Mr…… as the authorized representative, hereinafter referred to as the 'Indemnified', the expression which shall, unless repugnant to the context or meaning thereof, include its administrators, successors, representative and assignees.

Whereas the Indemnified herein has awarded to the indemnifier herein a contract for the work "……" on terms and conditions set out interalia in the Contract Agreement No……. dated ……. valued at Rs……. ..... (Rupees ---------- only).

And

Whereas, Defect Liability Clause (Clause No…….. of Special Conditions of the above mentioned Contract Agreement) Provides for guarantee (i.e.) for the works executed under the contract to be free from defect due to faulty material or workmanship identified during Defect Liability Period (DLP) of 36 calendar months from the date of issue of Completion Certificate of the work.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that in the event of any specified liability during Defect Liability Period, original or extended as per the terms of the Contract, the Indemnifier shall repair/replace the defective works at site or pay the amount on demand as debt due without any objection and in case of any non-compliance by the Indemnifier, the Indemnified may deduct the amount determined under the Defect Liability Clause from any payments due to the Indemnifier in any other Contract anywhere in Indian Railways. The Indemnifier also irrevocably agrees that any determination of the indemnified under Defect Liability Clause shall be final and binding upon Indemnifier and treated as "Excepted Matter" and shall not be arbitrable.

for ……
(Signature with Name and Designation)
Company Seal

Station:
Date :
Witness:
1……..
Signature with Name , Designation & Address
2…….
Signature with Name , Designation & Address

42. Site Laboratory Establishment by contractor:

(Ref: Dy.CE/Works/SC Lr.No.W.496/Policy/Vol.IX, Dated. 28.12.2021)

The contractor should set up site laboratory within 45 days from the date of issue of letter of acceptance (LOA). If he/she does not setup site laboratory, the following penalty should be imposed.

Category	Value of the work	Penalty per month in RS.
a	Works costing upto Rs. 2.0 Crs	No penalty
b	Works costing above Rs. 2.0Crs and upto Rs.5.0 Crs.	25,000/-
c	Works costing above Rs. 5.0Crs	50,000/-

Equipments required in site lab for above category of works is enclosed as Annexure- 'A'& 'B'

Annexure- 'A: List of Equipment to be provided by contractor in Site Laboratory (For value of work costing above Rs. 2.0Crs, and upto Rs.5.0 Crs.)

S.No	Details	Nos.
1	Full set of IS sieves for testing of materials for Coarse aggregate, Fine aggregate, soil and Blanket Materials as per IS code and as per RDSO guidelines along with sieve shaker and brushes	1 Nos. 1 No
2	Balance: a. Pan balance-up to 10kg capacity (with 1.0gm least count) b. Electronic/Digital balance up to 10 kg capacity (with 1.0gm least count)	 1 No 1 No
3	Concrete cube testing machine -200 Tonne capacity	1 No
4	Slump testing apparatus with tamping rod	2 Nos
5	Concrete cube moulds 150X150X150mm	12 Nos
6	Levelling instrument with tripod & 2 Nos. of 4m high levelling staff	1 No
7	*W*eigh batch mixing unit	1 No
8	Screw gauge, Vernier caliper, Sprit level, Measuring tapes etc	1 No

The above list is only tentative. Before commencement of work, the actual requirement will be given by the Engineer in charge depending on the nature of work. All equipments and apparatus should be of IS approved brands and in case IS brand is not available these should be of well-known brands as per decision of the Engineer-in-charge.

42.1 Annexure- 'B' : List of Equipment to be provided by contractor in Site Laboratory (For value of work costing above Rs. 5.0Crs.)

S.No	Details	Nos.
1	Full set of IS sieves for testing of materials for Coarse aggregate. Fine 1 aggregate, soil and Blanket Materials as per IS code and as per RDSO guidelines with sieve shaker and brushes.	1 No
2	Balance a. Pan balance-10kg capacity (with 1.0gm least count) b. Electronic/Digital balance 10 kg capacity (with 1.0gm least count)	 1 No 1 No
3	Concrete cube testing machine -200 Tonne capacity	1 No
4	Slump testing apparatus with tamping rod	2 Nos.
5	Concrete cube moulds 150X150X150mm	12 Nos
6	Levelling instrument with tripod & 2 Nos. of 6m high levelling staff 1 Nos.	1 No
7	Set of Cement testing equipments as per IS codes	1 No
8	Set of Cement testing equipments as per IS codes	1 No
9	Weigh batch mixing unit	
10	Screw gauge, *V*ernier caliper, Spirit level, Measuring tapes, etc.	1 No
11	Rebound hammer apparatus	1 No
12	Digital Camera	1 No

The above list is only tentative. Before commencement of work, the actual requirement will be given by the Engineer in charge depending on the nature of work. All equipments and apparatus should be of I$ approved brands and in case IS brand is not available these should be of well-known brands as per decision of the Engineer-in-charge.

42.2 Civil Engineering Materials testing by NABL and ISO certified Laboratories for various Civil Engineering Work: (Ref: Dy.CE/Works/SC vide e-office File No.SCR HQOENGG(SOR\l 21 12019-Dy CE/Works/SCR, dt.08.12.2020).

The instructions earlier issued have been reviewed and revised instructions are issued as under.

l. Efforts should be made to lest Civil Engineering materials from-
   (i) In-house labs or Site-lab established under the provisions of the contract or
   (ii) National Test House or
   (iii) Government Engineering Colleges / NITs /IITs.

2. In exceptional cases, when (i) there is no in-house facilities or site-lab for testing and National Test House nearby and(ii) Govt. Engineering Colleges may take longer time causing undue delay in the progress of project, any nearest NABL accredited laboratory having Scope and validity of accreditation may be used for periodic testing of Civil Engineering materials during execution.

3. However, Tests required for initial acceptance of material or design shall be done in any of the labs mentioned in Para (l) above only.

4. Whenever material is sent for tests in NABL accredited lab, simultaneously one sample following relevant standards should be kept in the custody of Railway for confirmatory testing from any of the labs mentioned in para I above. At least one such sample out of l0 samples should be selected randomly and tested in NTH (National Test House) /IITs NITs/in-house/Govt. Engg. Colleges to reconfirm the test reports of the specific material provided by NABL lab.

5. In case the test results of NABL accredited lab is in contradiction of confirmatory test results of labs mentioned in Para I above, in regard to passing or acceptance of material, such NABL accredited Laboratory should not be used for any tests in future in S. C. Railway. Information of such instances must be sent immediately to all OL/Con units of SCR by the concerned executive for strict compliance with a copy to Dy. CE/Works/HQ for record.

6. These instructions supersede all the instructions issued earlier vide letters under reference above.

42.3 Civil Engineering materials testing by NABL and ISO certified laboratories for various Civil Engineering Works:

(Ref: Dy.CE/Works/SC e-office File No.SCR-HQ0ENGG(SORll2'l 120'19-Dy CE/Works/SCR, dt.28.12.2021)

1. Instructions were issued vide letter dated 08.12.2020, in connection with testing of Civil Engineering materials used in various works duly superseding all the earlier instructions.

2. As per the above instructions. testing of Civil Engineering materials should be done from
   i. In - house labs or Site - Lab established under the provisions of the contract or
   ii. National Test House or
   iii. Government Engineering Colleges / NITs / IITs.

3. The procedure to be followed for sampling, testing and acceptance of test reports is explained in Para (5) of Hq letter dated 08.12.2020 if the testing is done by NABL accredited Labs in exceptional cases as explained in Para (2) of the letter. As per this, if the NABL accredited lab reports are in contradiction of confirmatory test results of labs mentioned in Para I of the letter, such NABL laboratory should not be used for any tests in future in S. C. Railway. information of such instances must be sent immediately to all OL/Con units of SCR by the concerned executive for strict compliance.

4. Dy. CEI C/Genl-l/SC vide letter under reference (2) above advised that test results of samples of blanketing material sent to 2 NABL accredited laboratories (l) S.M. Consultants, Secunderabad and (2) Sri Sai Consultancy & Laboratory Secunderabad are in variance with the results obtained by Vigilance Organization. 5. ln this connection, it is advised that the above 2 NABL accredited laboratories (l) S.M. Consultants, Secunderabad and (2) Sri Sai Consultancy & Laboratory Secunderabad should not be used for testing of any Civil Engineering Materials in future on S. C. Railway and the instructions issued by this office letter dated 08.12.2020 shall be strictly adhered to.

43. Improvement in Quality of Works:

(As per Dy.CE/Works/SCR- vide letter No.HQ0ENGG(SOR)/1/2020-Dy CE/WORKS/SCR dated 06.03.2020 & CE/Works/SCR- vide letter No. File No.SCR-HQ0ENGG(SOR)/1/2020-Dy CE/WORKS/SCR) Dated 01.10.2020.

1. To maintain quality in execution of works, items of reputed make/brand should be used in conjunction with standard specification of the items. Items of reputed brand/make have better aesthetics, longer life and less life cycle cost. Specification alone in many cases is not sufficient to ensure contemporary standard of work. Therefore, a list of approved brands/makes of material was issued for incorporation in all works tenders to improve the quality of works. If any material can be sourced from Got./semi-Govt. subsidiaries amongst the approved Brands/Makes, the same should be given1st priority. Only in case of non-availability from Got./semi-Govt. sources, other approved brand should be used if required for expeditious execution of the work.

2. While following the proposed Brands/Makes, effort should be made to select the best material from amongst the approved brands/makes by the Engineer based on his engineering judgment. The Contractor has to execute the work to the entire satisfaction of the Engineer as per sub-Para 27(1) Part – II of IRSGCC-2020. Therefore, prerogative of selection rests with Engineer and his decision in this regard is final and binding on the Contractor.

44 RDSO Specification for Railway Formations of Earthwork in Railway Project":

(As per CE/Works/SCR- vide letter No. File No.SCR-HQ0ENGG(SOR)/1/2020-Dy CE/WORKS/SCR), dt.01.10.2020).

Comprehensive guidelines and Specification for Railway Formations (Specification No. RDSO/2020/GE: IRS-0004 vide RDSO were issued in supersession of earlier Guidelines i.e. "Guidelines for Earthwork in Railway Project" GE:G-1, July 2003, "Guidelines and Specifications for Design of Formation for Heavy Axle Load" GE: G-0014 Nov-2009, RDSO letter No. RS/G/108/Heavy Axle Load dated 19.10.15/26.10.16 and "Rationalization of Formation Layer Thickness on Indian Railway Track" Specification No. RDSO/2018/GE: IRS0004(D) Part IV, July 2019vide RDSO letter no. RDSO letter No. GE/GEN/185-Vol-I dated 17.09.2020.

45 7.Assignment or Subletting of Contract:

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

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

(a) (i) The Contractor shall not sub-contract the Works comprising more than **40% (forty per cent)** of the Contract Price and shall carry out Works for at least **60% (sixty per cent)** of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all-time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}$ .Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting. $ May be deleted if the Contractor is not a Consortium/Joint Venture. (Ref : ACS no.11 dtd 13-03-2026)

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be Sublette, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organization shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

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

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

(iii) There is no banning of business with the sub-contractor in force over IR.

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

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

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

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

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

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so thatthe execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based

on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

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

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

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

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

46 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:

This clause is applicable in the tender having advertised value less than or equal to Rs.50 Crores. 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 etc., will be dealt in accordance with the provisions of IRS GCC-April, 2022 and as amended from time to time.

47 MODIFICATION TO CLAUSE NO.64 OF GCC – 2022 (ACS No.10)
(Ref: Rly.Bd.Lr.No.2022/CE/I/CT/GCC-2022/POLICY, dt.04.03.2025)

New Clause 64.(1)(i)(a), Part-II of GCC:-

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

New Clause 64.(1)(1)(b), Part-II of GCC:-

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

New Clause 64.(1)(1)(c), Part-II of GCC:-

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

New Clause 64.(1)(i)(d), Part-II of GCC:-

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

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

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

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

Some general guidelines of ICA Rules for Domestic Commercial Arbitration are as under:-
i. Contractor may access the ICA's panel of arbitration through ICA's official webpage: https://icaindia.co.in/pdf/Engineers.pdf.
ii. A formal request for nomination shall be submitted to ICA, accompanied by:-
a. A brief Statement of Claim outlining the nature and quantum of the disputes.
b. A copy of the relevant contract and any supporting documents.
c. A copy of the notice intimating the other party of the initiation of arbitration proceedings, with proof of delivery (if any).
iii. Ad-hoc appointment fees for the nomination and appointment of arbitrators shall be as per the ICA Rules for Domestic Commercial Arbitration and revised from time to time and shall be submitted along with the request.

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

Clause 64.(3)(c)(i), Part-II of GCC:-
64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager/Additional General Manager fails to act without undue delay, the General Manager/Additional General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had 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).

Clause 64.(3)(c)(iii), Part-II of GCC:-
64.3(c)(iii): (i) Qualification of Railway Empanelled Arbitrator (s):
(a) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
(b) Age of arbitrator at the time of appointment shall be below 70 years.
(c) Persons not involved in any current vigilance/CBI cases or against whom disciplinary or prosecution proceedings are not in process.
(d) Persons who had not been imposed a major penalty or two or more minor penalties or against whom administrative action has not been taken three times or more or
(e) Persons who have not been imposed one minor Penalty and against whom two administrative actions have not been taken as a result of vigilance/CBI action while in service on Railways.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 64.(3)(a)(i), 64.(3)(a)(ii) & 64.(3)(b) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

Clause 64.(4), Part-II of GCC:-
64.(4): Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

Clause 64.(6), Part-II of GCC:-
64.(6): The cost of arbitration shall be borne by the respective parties. If all the three arbitrators are selected from the Railway Panel, the fee of the arbitrators shall be determined as per the rates fixed/revised by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. However, if any of the three arbitrators is selected from the Panel of Indian Council of Arbitration (ICA), the fee of the arbitrators shall be determined as per the rates fixed/revised by the Indian Council of Arbitration from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration.

48 **<u>Goods and Services Tax (GST) 6.1 6, part-I of Indian Railways Standard General Conditions of Contract-2022</u>**

1 (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 heenters 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.

2 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.

3 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.

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

Wrong/incorrect invoice s is sued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

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

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law (ACS-6, dt.21.12.2023).

49. <u>Further Guidelines on Goods and Services Tax (GST)</u>

PCE/SC vide letter No.W.417/P/GST/2017 dt.22-01-2018 has communicated the clarification of PFA/SC on the GST as under:

"PFA clarified that item No.vi(c) of notification No.24/2017 dated 21-09-2017 GST @ 12% can be applied for works of construction/repair/maintenance/renovation/alteration of staff quarters and is relevant to Zonal Works which are predominantly repair/maintenance works. In case of Zonal Works Contracts involving composite works of repair/maintenance of staff quarters and repair/maintenance of other buildings which are used for business, GST liability to be determined as per section 8 (a) of CGST Act of 2017 where "a composite supply comprising two or more supplies, one of which is a principle supply, shall be treated as supply of principle supply".

Zonal Contracts where there is composite work involving repair/maintenance of staff quarters and service building and need for business, the GST rate should be determined as per section 8(a) of CGST Act of 2017. The executive to identify such works contract and rate of GST to be applied accordingly.

Earth work contracts will attract GST rate of 5% as per notification No.31/2017 dated 13-10-2017, fulfilling conditions stipulated therein.

Note:-GST rates are applicable and as modified from time to time.

49. As per the guidelines of Railway Board Lr.No.2022/R(G)/779/14, dated.10.11.2022 and communicated by Dy.CE/Works/SC vide Lr.No.W.496/Policy/Vol.IX, dt.16.11.2022 , that the prospective tenderers are advised to indicate the details of their Jurisdictional Assessing officers (Designation, Address and e-Mail Id with regards to payment of GST. In case of a contract award, a copy of the LOA/Purchase order shall immediately forwarded by the purchaser to the jurisdictional Assessing officer mentioned in the tenderer's Bid.

50. As per the guidelines of Railway Board vide Lr.2023/CE/I/VDCE(G)/Misc, Dated.18.04.2023

communicated by Dy.CE/Works/S vide Lr.No.SCR-HQOENGG(WC)/ 2019-Dy.CE/Works/SCR, dt.28.04.2023 & CCE/SCR/SC's Lr.No.SCR- HQ0SNT(PLG)/1/ 2020(E39044), dt.27.06.2023.

Board has advised that, the provisions contained in circulars, JPOS regarding penalties for Works requiring digging close to Railway Signaling, telecom, electrical etc., and Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty perlocation
Only Quad cable or Signaling cable	Rs.1.00 lakh
Only OFC	Rs.1.25 lakh
Both OFC & Quad	Rs.1.50 lakh
Electrical Cable	Rs.1.00 lakh

In this regard the Circular No. SG/99/1/Damages/Genl, Dated. 16.07.2019 issued by PCSTE/SCR/SC and Telecom Circular No.17/2013 dated. 24.06.2013 together with JPO Annexure to Telecommunication Circular No. 17/2013 should be followed accordingly.

51.0 Special Condition on reimbursement towards cost of steel

"Reimbursement of cost of steel on 75% of invoice value or at the rate of 75% of the quoted rate of steel in the contract, whichever is less, can be done to the contractor on his request after steel is physically brought to the site and verified by engineer in-charge at site. Proper accountal of the received quantity at site is to be made by engineer in-charge". (Authority: PCE/SC's letter No.W.496/Policy/Vol.IX, dt.26.05.2022).

51.1 MEASUREMENT OF WORK BY CONTRACTOR IN WORKS CONTRACT:

For all contracts costing more than Rs.5 Crore, Contractor's e-MB is mandatory. In exceptional cases, approval of DRM/PHOD/CHOD with finance concurrence may be taken as the case may be. Measurement of works executedis to be done by contractor. (Ref: Rly. Board Lr.No.2017/CE- I/CT/09, Dated. 31.05.2023 communicated by Dy.CE/Works/SC vide Lr.No.W.416/e-MBs/1, Dated. 06.07.2023).

51.2 MEASUREMENT OF WORKS BY RAILWAY: Shall be as per Para 45 (i) of IRGCC (April - 2022).

51.3 Measurement of works by Contractor's Authorized Representative: Shall be as per para 45(ii) of IRGCC (April 2022).

The detailed procedure shall be as per para No.1316A of IREC, which is appended below for information.

Measurement recorded by the contractor shall be test checked by Railway within 45 days of submission of measurements.

51.4 On account, final payments shall be made as per para 46, 51 of IRGCC (April 2022) Addendum & Correction Slip (ACS) No. 50 to Indian Railways Code for Engineering Department for introduction of Measurement and Recording of 'Executed Works' by the Contractor in Railway Construction works.

1316A (Applicable for contracts wherein the measurement of work by contractor is permitted): Para 1316 of Engineering Code shall not be applicable for these contracts. For such contracts, contractor shall be responsible for carrying out measurements of work executed and recording of measurements for the release of on account/final payment. In such cases, the detailed procedure for recording of measurements, provisional payment, test check and final payment shall be as follows:

Contractor's Measurement Book:

1 Railway shall arrange contractor's measurement book (CMB), each having sheet No. 1 A to 4A (Form E 1313), followed by 100 machine number pages (Form E 1313, sheet No. 5A). On the top of each sheet of CMB, there shall be provision for recording the name of the work, agreement number, name of contractor and CMB number.

2 CMBs shall be printed in such a way so as to keep a clear margin of 50 mm on the left side of page. Further, the left side shall have pinhole tear line at a distance of 15 mm from edge for ease of taking out sheets from these books. The binding shall be within 15mm of the margin available between edge and pinhole tear line. This shall ensure availability of minimum 35 mm clear margin to re-bind measurement books later on.

Movement and upkeep of Contractor's Measurement Book:

3 Sr. Divisional Engineer in charge of contract (Sr.DEN/DEN) shall hand over required No. of CMBs to Assistant/Divisional Engineer in-charge of contract (ADEN) after taking receipt of the

same on sheet No. 2A (Form E.1313) for further issuance to contractor time to time as per progress of work.

4 CMB shall be registered with unique No. in the Register of Measurement Books (Form E.1314) maintained in the office of Sr.DEN/DEN. Separate accountal of CMBs for each agreement shall be maintained in the office of DEN/Sr.DEN and ADEN.

5 In case of change of 'contractor's authorized engineer', fresh approval shall be taken from Sr.DEN/DEN before recording of measurement.

6 While issuing the CMB to contractor, ADEN shall take out sheet No. 2A to 4A from the CMB, take receipt of CMB from contractor on sheet No. 3A (Form E 1313), and keep the same in safe custody.

7 Similar system as for CMB, shall be followed for issuing Field Book/ Level Book (E.1317/A) to contractor for recording of levels in the field book/level book.

Measurements:

8 The contractor's authorized engineer shall record the measurements in CMB neatly in his own handwriting, without any use of eraser/overwriting, without use of any typing fluid or any such thing. All cuttings shall be initialed. No page shall be damaged/destroyed. No page shall be kept blank in between the measurements.

9 The Contractor shall communicate the date of measurement to ADEN in sufficient advance to witness any measurement. Witnessing of measurement by railways is not compulsory except for initial levels in case of earthwork and hidden measurements. Initial levels of earthwork and hidden measurements are to be recorded in the presence of railway officials and test checked as prescribed.

10 In on account contract certificate, measurement shall be recorded for the items and quantities to be paid in the concerned on account contract certificate.

11 However, in every 4th on account contract certificate and final contract certificate, the recording of measurement for works executed shall include all the items and their quantity included in previous on account contract certificates, irrespective of whether to be paid or not in the current On Account Contract Certificate/ Final Contract Certificate.

12 No payment shall be processed on Lump sum measurement taken by contractor's authorizedengineer except for earthwork. For earthwork, every 4th bill shall be based on actual levelstaken and detailed calculations carried out for the work done.

13 The contractor shall take out carefully from CMB the used pages of CMB with one extra blank page for processing the bill; staple them for submission to ADEN along with bill, duly signing the measurements. The contractor shall keep a photocopy of the measurements with him for future reference.

14 At the time of submission of final bill, the contractor shall submit all the remaining CMBs (unused as well as partially used) with him along with bill to ADEN.

15 The contractor shall submit required copies of invoice and on account contract certificate / final contract certificate (similar to form E.1337 and Form E.1338) to the ADEN duly marking them - original or duplicate copy. Original shall be used for release of payment whereas duplicate copies shall be used for record purpose in different offices.

16 In case contractor requires provisional payment of on-account bill, the contractor shall submit his invoice and provisional on account contract certificate for 75% of amount of work done (before deduction of taxes). The contractor shall write 'For Provisional Payment' on top of such on-account contract certificate.

17 ADEN while issuing receipt of stapled sheets of CMB to contractor shall clearly record the same in sheet 4 (E.1314) of concerned CMB, kept in the office of ADEN.

Release of Provisional Payment.

18 Senior Section Engineer / 'Junior Engineer with 5 year experience' (SSE/JE) and ADEN shall sign & record a certificate on the original provisional 'on account contract certificate' as under:

"Certified that the payment being made is less than the amount due for the quantities of works executed by the contractor".

In case of payment of earthwork items in any contract, calculation of quantity of such items along with field book / level book must be enclosed. This shall be cross checked, as considered appropriate by SSE/JE & ADEN, to ensure that no excess payment is being made. At this stage no test check of measurements by railway is required.

19 ADEN shall keep a copy of contractor's invoice & provisional on account contract certificate in his office, and submit original invoice & original provisional on account contract certificate

along with required number of duplicate copies, and used sheets of CMB to the Sr.DEN/DEN unit for passing the bill and release of payment.

20 The provisional on account contract certificate shall be passed by Sr.DEN/DEN and payment shall be released by associate finance based on above certification of SSE/JE and ADEN. After release of payment, blank sheet of CMB (if any) shall be crossed bySr.DEN/DEN before sending the measurement sheets back to ADEN for carrying out required test checks. At this stage measurements shall not be crossed.

21 No provisional payment shall be allowed in final contract certificate. Further, once provisional payment has been released in any on-account contract certificate, the next on account contract certificate can be raised by contractor only when accounts of previous on account certificate (Provisional as well as remaining payment) has been finalised.

Test Check.

22 Necessary test checks shall be carried out by the SSE/JE and ADEN for the works done before full payment of on-account contract certificate/final contract certificate. SSE/JE and ADEN shall communicate the date of test checks to contractor in advance. The contractor can accompany during test check. The contractor shall provide support staff and all required tools & plants to facilitate test check by railway official.

23 The stipulated test checks for ADEN and SSE/JE Level is tabulated as under:

S. No.	Description of Works	Test Check in terms of % ofvalue by	
		SSE / JE	ADEN
(a)	Measurement of Ballast, pitching stone, Earth work and hidden items	100%	100%
(b)	Measurement of all other items	100%	20%
(c)	Initial and Final levels along centre line for earthwork in embankment and cutting	100%	100%
(d)	Intermittent levels along centre line for earth work in embankment and cutting	100%	20%
(e)	Initial, intermittent and final levels exceptcentre line for earth work in embankment and cutting	100%	20%

Note: The check regarding levels of earthwork invariably shall be carried out in cross sections having heavy cross slopes.

24 Contractor's recorded measurement sheets shall be checked for any corrections/over writing during test check. All the corrections/over writing shall be initialed by.SSE/JE.

25 The discrepancy noted (if any) during test check of recorded measurement shall be communicated by ADEN to the contractor.

26 In case of discrepancy noticed during test check, the contractor shall submit original and required copies of fresh invoice of amount corrected for discrepancy, and in case provisional payment has been released earlier, the required copies of fresh invoice of remaining amount corrected for discrepancy (if any), along with on account/final contract certificate to ADEN.

Full payment of On Account Contract Certificate/Final Contract Certificate:

27 ADEN shall submit original copy of invoice and on account contract certificate of remaining amount/ Final Contract Certificate, along with required number of duplicate copies and used sheets of CMB (all used/blank CMBs in case of final contract certificate), duly signed by SSE/JE and ADEN to the DEN/Sr.DEN for passing the bill and release of payment.

28 Once the payment is released, DEN/Sr.DEN shall return back the used sheets of CMB to ADEN for safe custody, duly crossing of measurements by finance officer.

29 Once all used sheets of a particular CMB is received back by ADEN/DEN from Sr.DEN/DEN, the ADEN shall re-bind all 100 pages of CMB along with sheet No. 1 A to 4A for submission of CMB to Sr.DEN/DEN office. Sr.DEN/DEN office shall record the receipt of same in sheet No. 2A of CMB and Register of Measurement Books (Form

E1314).

30 The final contract certificate shall be passed by Sr.DEN/DEN only after receipt of all CMBs (used/blank) from **ADEN.**

31 The provisions of this para 1316A shall be applicable to all the departments of Indian railways and to be executed through equivalent authorities of respective departments.

COVER E.1313
(Sheet 1A)

Railway .....

CMB No. .....

CONTRACTOR'S MEASUREMENT BOOK

Department .....

Division/Construction Unit. .....

Name of Work .....

Agreement No .....

Name of Agency .....

Name to Whom Issued .....

Designation .....

Date of issue .....

Date of return .....

(Title page) E.1313
(Sheet 2A)

Railway .....
CMB No. .....

CONTRACTOR'S MEASUREMENT BOOK

Department .....

Division/Construction Unit .....
Name of Work.....
Agreement No .....
Name of Agency .....
Issued to .....
(Name & designation)
on .....

(Name & designation)

on .....

(station) (date)

Received by .....

(Signature)

(Designation) (Station)

on .....

(date)

Date of first entry .....

Date of last entry .....

Date received back in Division/Const.Unitoffice after

completion of book

Certified that this Measurement Book contains 100 machine numbered pages from

..... to..... (both pages inclusive) which have been counted by me and

are correct.

Signature .....

Date ..... Designation .....

E.1313
(Sheet 3A)

Railway .....
CMB No. .....

CONTRACTOR'S MEASUREMENT BOOK

Name of Work.....
Agreement No .....
Name of Agency .....
Issued to .....
(Contractor's name)
on .....
(station) (date)
Certified that this Measurement Book contains 100 machine numbered pages from ..... to .....(both pages inclusive) which have been counted by me and are correct. No sheet is torn.

I understand that the measurement book is very important document and hence *I* shall ensure its proper upkeep and safe custody.
Received by. .....
(Signature of contractor)
(Name) (Station) (Date)
Date of first entry .....
Date of last entry .....

Certified that this Contractor's Measurement Book pages returned by contractor have been counted by me and are correct. The details of pages received by me is as under:

S. No,	On Account Bill No.	Page No. From .... To	No. of Pages	Date of receipt in AEN/XEN office	Sign & Designation Of Railway official
1					
2					
3					
4					
5					
6					
7					

E.1313
(Sheet 4A)

Railway ……

CMB No. ……..

CONTRACTOR'S MEASUREMENT BOOK

Name of Work
……
.
Agreement No
……
….
Name of Agency
……...

INDEX OF M.B

S.No.	Particulars of entries – running or final	Agreement or work order ref.	Page		Remarks
			From	To	

E-1313
(Sheet 5A)

Space for Machine numbering with six digits unique number
******

Railway .....
CMB No. .....

CONTRACTOR'S MEASUREMENT BOOK

Name of Work.....

Agreement No .....

Name of Agency .....

INDEX OF M.B

Particulars	No.	L.	B.	D.	Contents
1					
2					
3					
4					
5					
6					

52. <u>"Letter of Credit" as Mode of Payment in Works Tenders or Service Tenders:</u>

(Ref: Railway Board Letter No.2018/CE-I/CT/9 dt.04-06-2018communicated by PCE/SC vide letter. No .W.148/P/GCC/Vol-III dt.15-06-2018.)

1. <u>This is applicable only for Tenders whose advertised tender value is Rs.10 lakhs and above.</u>

2. This is an option for the contractors to take payment from Railways through a Letter of Credit(LC) arrangement and .the following are the special conditions.

(i) For all tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

(iii) The option so exercised, shall be an integral part of the bidders offer.

(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.

(a) The LC shall be a sight LC.

(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on line requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches, where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the **Letter of Credit (LC**). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-2)after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.

(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.

(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway accounts office to Railways bank (Local SBI branch)

(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payment as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.

(k) The payment against LC shall be subject to verification from Railways Bank (Local SBI branch)

(l) The contractors bank (advising bank) shall, submit the documents to the Railways Bank (SBI local branch)

(m) The Railways bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts office, release the payment to contractors bank (advising bank) for crediting the same to contractors account.

(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor

(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC

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

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

Annexure-I

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

Office of _____

_____.Railway

No. Dated.-_____

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

Sub: Opening of LC.

Ref: Supply Order/Contract Agreement No.

****

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

(i) Name of Contractor/Supplier
(ii) Vender Code
(iii) Address
(iv) Tender No.
(v) Contract Agreement No.
(vi) Description of Goods/Service
(vii) Value of Contract
(viii) Stages of payment
(ix) Expected payment within 6 months (LC amount)
(x) Beneficiary bank details
a) Bank name
b) Address
c) Account No.
d) IFSC code

It is certified that the supplier/contactor 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 _____

(xi) Validity/period for which LC is to be opened

(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 VENDER CODE)_____ as per IREPS_____ is entitled to receive payment aggregating INR ____$$$____FROM ABSTRCT 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.

	ce No.	ce date	ce Amount (INR)	A No.	A date	unt paid (INR)
Paid						

THIS PAYMENT:_____$$$_____

LC BALANCE AFTER THIS PAYMENT

(Signature of Authorized Railway Authority)
Name_____
Designation_____
Official seal

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

ANNEXUREE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting through.....,
……..
Railway
Date:…….
……...

Surety Bond No:…….. Issue Date:…….
Amount of Bond:…….. Expiry Date:……..

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

AND

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

SB No: Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX (Rupees XXXX Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on **XXXX** (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No.758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated…… the day of 2024

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

Place...

Bank's Seal and authorized signature(s)
[Name in Block letters]...
[Designation with Code No.].
[P/Attorney] No.

Witness

1.

2.

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

****

PERFORMANCE GUARANTEE

To
Senior Divisional Finance Manager,
South Coast Railway,
Vijayawada

Performance Guarantee No.
Dated.
Amount of Bank Guarantee:
Bank Guarantee Valid upto:

1. In consideration of the President of India (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 dated ---------- made between ---------- and ---------- for----------(hereinafter called "the said Agreement"), of Security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs---------- (Rupees ..... only). We ..... (indicate the name of the Bank) (hereinafter referred to as the Bank) at the request of ---------- ---------- (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs----------against any loss / damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We ----------(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contactor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs---.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite 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 thereunder and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We, ----------(indicate the name of 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 ----------Office/Department) Ministry of ---------- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ---------- we shall be discharged from all liability under this guarantee thereafter.

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

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

7. We, ----------(indicate the name of the bank) lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated: the.....day of.....2023

For .....

(indicate the name of the bank)