Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

संविदा सामान्य शर्तें

में / हम इस संविदा में शामिल कार्य के निष्पादन को शासित करने वाले ठेके की सामान्य शर्तों को संशोधन के साथ ध्यान से पढा है और मै / हम इन सामान्य शर्तों के प्रावधानों की पूरी जानकारी रखते है ।

इसे स्वीकार करने के आशय से में / हम हस्ताक्षर करते है।

GENERAL CONDITIONS OF CONTRACT

I/We have gone through the general Conditions of the contract with amendment governing the performance of the works covered by this tender, and I/We have kept my self /our selves fully informed of the provisions of these General Conditions.

In token of acceptance, I/We am/are appending my / our signatures.

PART I

Instructions to Tenderers (ITT)

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

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

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

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

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

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

Signature Not Verified
Digitally signed by BHUKYA HEMANAIK
Date: 2026.01.18 18:00:54 IST
Reason: IREPS-CRIS
Location: New Delhi

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.

(i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) "Drawings" shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

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

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

(o)"Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

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

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

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

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

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerk age for tenders etc.

Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

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

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

5. Bid Security:

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

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

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

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

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

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids.

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

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

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

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Bid for the ***** Project"** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

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6. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly onsidered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6.1. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure- V, in case of other than Company/ Proprietary firm, Annexure – V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

CONSIDERATION OF TENDERS

7. Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. Permission to Bid for a bidder from a country which shares Land boundary with India:
Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of he Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

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

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

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

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ANNEXURE - I

_____ RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by …… Department of Industrial Policy and Promotion (DIPP) and my registration number is ……. valid upto ……. (Copy enclosed) and hence exempted from submission of Bid Security.

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

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

Signature of Witnesses:
(1) _____
(2) _____

_____
Signature of Tenderer(s)
Date _____
Address of the Tenderer(s)
_____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

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ANNEXURE - I (Contd. …)

TENDER FORM (Second Sheet)

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

(a) Tender Forms – First Sheet and Second Sheet

(b) Special Conditions/Specifications (enclosed)

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

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

(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.

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

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

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

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

5. The works are required to be completed within a period of **12** months from the date of issue of acceptance letter.

6. Bid Security:

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not

resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited

or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

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

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

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

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

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

(iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

"Similar Nature of work: "Works of wiring/cabling or installation and commissioning of electrical items (other than on coaches) such as lights, fans, pumps, charging arrangements, earthing etc (with or without supply of items/equipments) for 230V, 1phase or 415V, 3phase system or higher voltages". a copy of similar nature of work should be uploaded through IREPS with their offer, failing which the tender will be rejected".

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

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

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or

(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

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

Note for Item 10.1:

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all

payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

10.4 i) No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh. **except valid Electrical Contractor license: "The tenderer shall possess a valid Electrical Contractor License, issued by any State Government or Union Territory Administration, authorizing execution of electrical works up to 650V. The contractor shall have in his employment or shall engage a person holding a valid certificate of competency issued by any State Government or Union Territory Administration for supervision of electrical works up to 650V. Offers not accompanied by a valid Electrical Contractor License and requisite Supervisor competency for works up to 650 V shall be summarily rejected".** The License should have been issued on a date prior to the date of Tender opening. Clear scanned copy is to be submitted along with the tender. A copy of license should be uploaded through IREPS with their offer, failing which the tender will be rejected.

ii) Similar Nature of work: "Works of wiring/cabling or installation and commissioning of electrical items (other than on coaches) such as lights, fans, pumps, charging arrangements, earthing etc (with or without supply of items/equipments) for 230V, 1phase or 415V, 3phase system or higher voltages". a copy of similar nature of work should be uploaded through IREPS with their offer, failing which the tender will be rejected.

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC),

if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

   In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which

include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials:

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

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

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

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

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv). A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V. in case of other than Company/Proprietary firm, Annexure -V(A) shall also be submitted by the each member of a Partnership firm / Joint Venture (JV) Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such

verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

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

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

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

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

(b) HUF:

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

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

(c) Partnership Firm:

(i) All documents as mentioned in para18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

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

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

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

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

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

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

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

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

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

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

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague

Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

16. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

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

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission

of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

17.5 Bid Security shall be submitted by JV or authorized person of JV either as :

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished

to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV alongwith the tender:

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

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

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

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

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

(iii) A copy of Certificate of Incorporation

(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign

MOU/JV Agreement on behalf of the company and create liability against the company

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

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

(i) A copy of Certificate of Registration

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

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

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

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

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

17.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 25% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.

b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

17.15.2Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

18. Participation of Partnership Firms in works tenders:

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

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case

prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to nonexecution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

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

(Signature)
(Designation)

Signature of Tenderer(s) _____Railway Date _____
Date _____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE - I (Contd. …)

TENDER FORM (Third Sheet)

Schedule-A

S. No.	Description	Qty	Unit	Unit Rate	Total amt
1	Supply & erection of 5m long hot dip galvanized octagonal pole with 130mm bottom A/F and 70mm top A/F, made up of 3mm thick HT Sheet & Bakelite sheet & suitable MCB including suitable size of loop-in & loop-out connectors (for mounting inside the base compartment of pole with hinged door opening arrangements), with base plate of size 200x200x12mm, M16X 600 long 'J' type EN8 grade foundation bolts, with 1000mm Single arm bracket for fixing of LED light with all connected accessories, etc.	40	Nos.	7316	292640.00
2	Supply & erection of 5m long hot dip galvanized octagonal pole with 130mm bottom A/F and 70mm top A/F, made up of 3mm thick HT Sheet & Bakelite sheet & suitable MCB including suitable size of loop-in & loop-out connectors (for mounting inside the base compartment of pole with hinged door opening arrangements), with base plate of size 200x200x12mm, M16X 600 long 'J' type EN8 grade foundation bolts, with 1000mm Double arm bracket for fixing of LED light with all connected accessories, etc.	15	Nos.	9657	144855.00
3	Excavation of pit for octagonal pole/ poles of suitable size in all type of soils as per the direction of engineer at site	55	Each	1000	55000.00
4	Provision of concrete foundation and constructing the plinth as per the directions of engineer at site.	41	Cu.m t	4003	164123.00
5	Supply, fixing, connecting and commissioning of 60W LED street light complete with necessary clamps and hardware etc. as per Railway specification	85	Nos.	2810	238850.00
6	Supply, fixing, connecting and commissioning of 90/100 watt LED based street light luminary with cool white light, pressure die cast aluminum housing, IP 65 or better having system complete as specification.	20	Nos.	5500	110000.00
7	Supply, erection, connecting, testing and commissioning of 100W LED Highbay light fixture complete with necessary mounting accessories, clamps and hardware etc. as per Railways specification	50	Each	4802	240100.00
8	Supply, fixing, connecting and commissioning of 200 watt LED based flood light luminary with cool white light, pressure die cast aluminum housing, IP 66 or better having system complete as per specification.	25	Nos.	9500	237500.00

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

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9	Supply, fixing, connecting and commissioning of 35W LED Panel light fitting 2'x2' square type (warm white/cool white) with other connected accessories etc.	40	Nos.	2730	109200.00
10	Supply, erection, testing and commissioning of 8W Bollard LED light of height 0.6mtrs for garden lights as per directions of engineer at site	14	Each	2800	39200.00
11	Supply, installation and commissioning of LED colour Rope light multi colour (warm white, white, green, saffron, pink, blue) as per the direction of site Engineer suitable to operate on 220V to 250V single phase AC supply as per directions of engineer at site	200	Mtrs.	149	29800.00
12	Supply, installation and commissioning of Connectors for Rope light as per directions of engineer at site	20	Nos.	270	5400.00
13	Design, supply, erection and commissioning of RGB LED Based Station Name Board	60	Letter	12000	720000.00
14	Supply & fixing of 15W LED recess mounting down lighting round, greater than 180mm dia suitable to operate on 230v, 50Hz AC supply as per the directions of engineer at site.	80	Nos.	630	50400.00
15	Supply, fixing, connecting and commissioning of 20 Watts 1200mm LED tube light aluminum fitting (warm white/cool white) with lamp including wiring connections etc. as per enclosed specification as per the directions of Engineer at site	250	Nos.	563	140750.00
16	Supply, fabrication, fixing of MS channels and angles of suitable sizes as per site condition including necessary clamps, bolts, nuts, washers including painting with two coat of red oxide, one coat of aluminum etc. as per directions of engineer at site.	1	MT	66852	66852.00
17	Supply, fixing, connecting and commissioning of automatic light controlling nature switch device, grade sensors and advanced micro-controllers with suitable power contactor and MCB, enclosed in a FRP enclosure for pole mounting, confirming to IS-54 and similar to swadeep-02 EC-03 kW 1phase. The device should have the following specifications: 1)Operating voltage range:120V, AC 50Hz 2)Switching endurance 5000 cycles of ON and OFF minimum 3)Operating illumination levels a)for switching On-less than 60Lux for 30 seconds b)for switching OFF-greater than 10Lux for 30 seconds 4)Auto voltage levels a)High voltage trip/auto reset - if voltage and gt 280 AC/and it 270V resp. 5)LED for indicating the operating status 6)During based switching OFF option of 04 to 08 hours with resolution of 1/2 hour 7)Override option-continuous ON and continuous OFF	4	Set	9154	36616.00
18	Supply & fixing of cable termination lug & Glands as per the site requirement	120	Each	100	12000.00

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19	Supply, fixing, testing and commissioning of 380mm sweep, 1400 rpm (approx) propeller type exhaust fan complete as per IS, IE rule & site requirement.	12	Nos.	4610	55320.00
20	Supply & fixing of 1200 mm sweep energy saving BLDC ceiling fan with copper winding and with remote, 300mm length of down rod (without shackle), input power not more than 28W, as per specification	60	Nos.	2872	172320.00
21	Supply and fixing of fan hooks (D Hook with double fasteners 10 mm for hanging ceiling fans) as per the direction of site Engineer	60	Nos.	289	17340.00
22	Supply and fixing of 2/3/4/6 feet down rod as per the direction of site Engineer	60	Nos.	289	17340.00
23	Supply & laying of PVC conduit pipe of 25 mm dia 2 mm thick in concealed/surface as per the directions of Engineer at site	6800	Mtrs.	31	210800.00
24	Supply & laying of PVC conduit pipe of 32 mm dia 2 mm thick in concealed/surface as per the directions of Engineer at site	3200	Mtrs.	55	176000.00
25	Supply & fixing of PVC conduit moulded bend pipe 32/25 mm dia 2 mm thick in concealed	950	Each	28	26600.00
26	Supply & fixing of PVC Junction box of suitable way for 32/25 mm dia 2 mm thick PVC conduit pipe in concealed	550	Each	25	13750.00
27	Supply and laying of flexible 25mm PVC pipe	2500	Mtrs.	18	45000.00
28	Cutting and chipping the wall for laying the PVC conduit pipe and plastering after laying the PVC conduit pipe with cement and sand mortar mixed with 1:8 ratio, but without laying PVC conduit pipe.	450	Mtrs.	34	15300.00
29	Supply, laying, connecting & commissioning of single core FRLS multi strand 1.5 sq. mm Cu. Conductor	14000	Mtrs.	17	238000.00
30	Supply, laying, connecting & commissioning of single core FRLS multi strand 2.5 sq. mm Cu. Conductor	9000	Mtrs.	28	252000.00
31	Supply, laying, connecting & commissioning of single core FRLS multi strand 4 sq. mm Cu. Conductor	6000	Mtrs.	44	264000.00
32	Supply, laying, connecting & commissioning of single core FRLS multi strand 6 sq. mm Cu. Conductor	2000	Mtrs.	94	188000.00
33	Supply, laying, connecting & commissioning of single core FRLS multi strand 10 sq. mm Cu. Conductor	1000	Mtrs.	118	118000.00
34	Supply, laying, connecting and commissioning of 3 core 1.5 mm sq.mm multi stranded FRLS cu. Conductor as per the directions of Engineer at site	1000	Mtrs.	58	58000.00
35	Supply and erection of ceiling rose.	550	Nos.	40	22000.00
36	Supply & erection of 6/10A 1-way switch	400	Nos.	65	26000.00

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37	Supply & erection of 16/20A one way switch	80	Nos.	88	7040.00
38	Supply & erection of 6/10A socket pin with safety shutter	50	Nos.	85	4250.00
39	Supply & fixing of 16/20/10A socket heavy duty with safety shutter	50	Nos.	141	7050.00
40	Supply & fixing of 20/25A capacity MCB DP similar to GM make as per the directions of engineer at site	20	Nos.	435	8700.00
41	Supply & erection of 3 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	40	Nos.	61	2440.00
42	Supply & erection of 3 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	40	Nos.	77	3080.00
43	Supply & erection of 4 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	76	1520.00
44	Supply & erection of 4 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	91	1820.00
45	Supply & erection of 6 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	50	Nos.	96	4800.00
46	Supply & erection of 6 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	50	Nos.	122	6100.00
47	Supply & erection of 8 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	122	2440.00
48	Supply & erection of 8 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	153	3060.00
49	Supply & erection of 12 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	158	3160.00
50	Supply & erection of 12 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	189	3780.00
51	Supply & erection of 18 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	194	3880.00
52	Supply & erection of 18 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site	20	Nos.	242	4840.00

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53	Supply, fixing, testing and commissioning of (DP MCB – Incoming & SP/MCB – Outgoing) wall mounted of one row 12 module circuit breaker box made out of thermoplastic, (with metric knockouts for cable entry) with N terminal, size (202 x 238 x 111)mm complete. The LT distribution board shall be comprising with the following MCBs fixed in it conforming to IS:8828:1996, ISS & IE rules and site requirement. DP MCB 40-63 Amps. 'C' series = 01 No. (Incoming) SP MCB 6-32 Amps. 'B' series = 07 Nos. (Outgoing)	15	Nos.	7523	112845.00
54	Supply, fixing, testing and commissioning of 24 module DB out door type of make Havells, Siemens, L&T, Schneider, Legrand or equivalent with following items of matching make to be fixed in distribution board, confirming to IS:8828:1996 or latest, IE rules and site requirement. 4P MCB 63 Amps. 10 KA 'C' series = 01 No. (Incoming) SP MCB 6-32 Amps. 10 KA 'C' series = 18 Nos. (Outgoing)	1	Nos.	12616	12616.00
55	Supply of 4core 16 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest	4400	Mtrs	182	800800.00
56	Laying, connecting, testing and commissioning of 4core 16 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest	4400	Mtrs	9	39600.00
57	Supply of 4core 25 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest	1600	Mtrs	225	360000.00
58	Laying, connecting, testing and commissioning of 4core 25 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest	1600	Mtrs	11	17600.00
59	Supply of 2core 70 mm² LT XLPE aluminium UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest.	700	Mtrs.	328	229600.00
60	Laying, connecting, testing and commissioning of 2 core 70 sq.mm multi strand LT XLPE cable as per directions of the engineer at site.	700	Mtrs.	33	23100.00
61	Supply of 4core 120 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest	1000	Mtrs	784	784000.00
62	Laying, connecting, testing and commissioning of 4core 120 mm² LT XLPE Al. UG Cable,1100 V as per IS:7098/Pt.I/1988 or latest	1000	Mtrs	50	50000.00
63	Supply and fixing of G.I. wire earth continuity of 8 SWG G.I. wire	7700	Mtrs.	9	69300.00
64	Supply & erection of HDPE pipe of 50 mm dia, PN-6, PE-100 of material grade as per IS 4984-2016 or latest as per the directions of Engineer at site	5000	Mtrs.	180	900000.00
65	Supply & erection of HDPE pipe of 110 mm dia, PN-6, PE-100 of material grade as per IS 4984-2016 or latest as per the	900	Mtrs.	435	391500.00

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

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	directions of Engineer at site				
66	Excavation of cable trench 30 cm widex90cm deep in all types of soils for LTUG cable as per the directions of Site Engineer	4700	Mtrs.	130	611000.00
67	Cutting of asphalted road/ concrete/ cement/ under the track etc., and excavation of cable trench 30 cm widex90cm deep road etc., for laying of LTUG cable. After laying of cable the trench should be brought to its original position by providing tar/ concrete/ cement as per the site conditions and as per directions of Rly. Engineer.	600	Mtrs.	216	129600.00
68	Supply of 50 mm dia "B" class G.I. pipe and fixing with suitable clamps on rail posts/walls including bends, couplings etc., laying of cable through G.I. pipe as per the directions of Engineer at site.	60	Mtr	893	53580.00
69	Supply & erection of a maintenance free earthing with single rod as per RDSO specification No. RDSO/ PE/ SPEC/PS/0109-2008 Rev 0 or latest	40	Set	8650	346000.00
70	Supply and erection of earth electrode (as per RDSO Drawing No.ETI/OHE/P/7021 & RDSO Spec no. TI0LKO(PSI)/ 38/ 2020 Dt:25.08.2021 or latest)	20	Set	6630	132600.00
71	Supply, fixing and connecting and commissioning of Weather proof terminal box with Bimetallic bus bar with clamp bolts nuts including all accessories etc. (For 25KVA & 10KVA AT) As per DRG No:E.252/ TrD/HQ/ATJB/ 2022-23(Alt-1), Dated:22/11/2023 or latest Drawing	1	Set	12000	12000.00
72	Supply, fixing and commissioning of 63A 4 pole MCCBs with 25 KA breaking capacity (for AT terminal box)	1	Set	4035	4035.00
73	Design, supply and fixing of FOAM BOARD & PRINTING, 0.3 cm thick and durable, but extremely light, High-quality matte finish and colour as per the direction of Engineer at site	20	Sq.ft	600	12000.00
74	Supply, erection of bus bar junction boxes 63 A / 150 A 6 terminal 3 I/P & 3 O/P suitable for 63 Amps 4 Pole MCCB as per drawing and as per engineer at site	2	Each	7847	15694.00
75	Supply and erection of Loop in and Loop Out type 16 way terminal junction box up to 150 A capacity for termination of general power supply (out door type) as per drawing and as per engineer at site.	2	Each	17896	35792.00
76	Supply, laying, connecting & commissioning of 40mm x 5mm/ 25mm x 5mm thick GI Strip for earth pit as per the directions of engineer at site	500	Kgs	70	35000.00

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77	Fabrication, supply, laying and fixing of S.S perforated cable tray of size 200 mm x 50 mm x 2 mm thickness with cover, SS 304 grade. The cable trays should be fixed on the roof, under COP, wall, with suitable clamps, bolts & nuts etc., firmly and rigidly as per the directions of engineer at site	60	Mtrs	2897	173820.00
78	Supply, fixing, connecting and commissioning of 6 way TPN DB in surface/concealed & comprising of 2 x 63A 4P 300mA RCBO, 18 x 6/10/16/20/32A MCB SP with Double door, flush mounting as per the directions of engineer at site.	2	Set	13973	27946.00
79	Supply, fixing, connecting and commissioning of 8 way TPN DB in surface/concealed & comprising of 2 x 63A 4P 300mA RCBO, 24 x 6/10/16/20/32A MCB SP with Double door, flush mounting as per the directions of engineer at site.	4	Set	14328	57312.00
80	Supply and fixing of 16 way double door with lock and key SPN distribution board similar to Legrand model No. 507643 with 2 No. 20 Amps DP 'C' curve 10KA MCB incomer and 12x10A SP 'C' curve 10KA MCBs outgoing including internal connections, grouting, fixing, testing earthing and all labour charges etc. Note: MCCBs: ICs=100% ICu	4	Set	8100	32400.00
81	Supply & erection of modular 10/16/20/25A MCB SP as per the directions of engineer at site	40	Each	139	5560.00
82	Supply, fixing, connecting and commissioning of Master control 16A DP MCB as per the direction of the Engineer at site	10	Each	426	4260.00
83	Supply, fixing, connecting and commissioning of Master control 32A DP MCB as per the direction of the Engineer at site	10	Each	680	6800.00
84	Supply, fixing, connecting and commissioning of Master control 32A TPN MCB as per the direction of the Engineer at site	16	Each	1375	22000.00
85	Supply, fixing, connecting and commissioning of Master control 63A TPN MCB as per the direction of the Engineer at site	10	Each	2004	20040.00

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

86	Design, supply, installation, testing and commissioning of cubicle type 14SWG LT panel (Outdoor type) with 200 amps sectionalized electrolytic copper bus bar (bus bar should be RYBN uniform sizes). LT switchgear confirming to IS-8623 or latest. Advanced Multi function meters with CTs of suitable capacity with R.S.485 port for incoming supply with CTs of suitable and RYB LED indication lamps with all other connected accessories etc., as directed by Engineer at site. (1) 2 x 100 A 4pole 35/36KA microprocessor based MCCB (I/C), 1x100A on load change over switch, Out goings: 6x40 Amps TPN MCB, 2x32A DP 'C' curve 10KA MCB, 6x16A SP MCB. Note: MCCBs: ICs=100% ICu, all MCCBs should be microprocessor based	3	Set	121045	363135.00
87	Supply of CAT III 600V Insulation Tester up to 5 KV and 1000 GIGA Ohms range, adjustable test voltage from 250 V to 5000 V, variable test voltage feature, feedback controlled control test voltage, Guard Terminal for high resistance accuracy, 5% test voltage accuracy, IP 40 and should be equivalent to the model BM5500 Megger	2	Nos	110000	220000.00
88	Supply of Digital Multi Function Tester having functions of Fault Loop impedance (High Resolution 0.001) measurement with RCD Non Trip Feature, voltage (Trms, AC, DC) measurement range of 600 V AC, 1000 V DC, Insulation resistance measurement (Stabilised insulation test voltage range from 50 V to 1000V), Continuity and line resistance measurement, Earth resistance measurement using 2-Wire & 3-wire with accessories, RCD testing for Type AC, A, B. User upgradeable operating system, Full Colour TFT Bonded Display, internal memory for test data storage, Li-Ion rechargeable battery with battery charger, IP 54, Operating Temperature: -10 Deg C to +55 Deg C equivalent to the model MFT- X1 (megger make).	1	Nos	354000	354000.00
89	Supply of True RMS Digital Flexible Clamp Meter with bluetooth feature of Cat-IV 600 V and Cat-III 1000 V AC/DC Safety rated for measuring 1000 V AC/DC Voltage, Current Measurement upto 3000 A, Resistance, Continuity and frequency measurement capable of operating at -10 C to + 50 C; Display: 10000 Counts, Updates at 4/Sec, with LCD Display with Backlight; Accuracy: AC Volts: + or - (1.5%+5 Digit), AC Current: + or - (3%+5 Digit); minimum of 3 year warranty, including Test Leads, Battery and calibration certificate and should be equivalent to model Meggar FCC3450	1	Nos	94400	94400.00

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90	Design, fabrication, fixing, connecting and commissioning of outdoor type cable termination box of 2'x2'x1' size with 2mm thick sheet duly providing of clamps to fix with pole and have proper locking arrangements as per the site requirement. This item also includes termination of existing cable to the termination box with copper bus bar of size 75x5mm & 63A 4P MCB as per the directions of the engineer at site.	10	Set	5980	59800.00
91	Supply & laying/spreading of 20 mm ballast (hard granite metal) to electrical sub stations in SC area including transportation, loading and unloading of ballast at location as directed by the Engineer at site	22	Cu.mt	1350	29700.00
92	Supply, fixing of mobile charging DB with 6 sockets including all connected accessories as per the directions of Site engineer	16	Set	5286	84576.00
93	Supply of P.V.C. Danger Board of 440Volts capacity RED colour base radium stickers of size 11 inch X 7 inch and radium and with silver letters as a danger board stickers in 08 Languages like Telugu, Hindi, English, Urdu and other Languages and good quality adhesive property as per the direction of site Engineer. (Successful bidder can collect sample from the consignee)	71	Nos	13	923.00
94	Supply of the Danger Board of 440Volts capacity on 01mm thickness and 11 inch X 7 inch size aluminum sheet duly painted red and radium paint as base and silver letters duly with screen printed on 08 Languages like Telugu, Hindi, English, Urdu and others, and back side aluminum patti fixing bracket for fixing the danger board to the pole as per the direction of site Engineer. (Successful bidder can collect sample from the consignee)	81	Nos	88	7128.00
95	Supply, connecting and commissioning of ceiling mounted Occupancy (Presence) Sensor similar to Legrand make as per the direction of site Engineer	4	Each	3899	15596.00

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96	Design, manufacture, display, installation of wall/ hanging/ floor mounting type LED illuminated sign/direction boards in half elliptical shape. The display sheet shall be of unbreakable 040 translucent polycarbonate sheet of 2 mm thickness. The text/graphics matter visibility shall not be less than 160 deg. The approved colour text and graphics shall be printed/router cut on monomeric calendared vinyl of 70 um thickness and shall be firmly pasted on display sheets. The mounting arrangement shall be hanging, wall mounting, ceiling mounting, pole mounting or floor mounting and as per site requirement. The signage shall have the integral mounting arrangements with sturdy structural frame and ACP cladding on the backside of the signage to avoid rusting and entry of dust. The LED board shall have uniform illumination with 4-8 W /sq. ft and with brightness more than ambient light. Suitable size end cap of 1.5mm thick SS304 should be provided as per technical spec. and direction of engineer at site.	23	Sft	3506	80638.00
	Total of Schedule-A				**11515312.00**

Note: Unit Rate all are inclusive of all taxes

	NOTE:
1	**All the tenderers are requested to verify the specifications and Drawings in Sr.DEE/HYB's office during working hours in all working days. (if any)**
2	The rates quoted shall be NET and FIRM inclusive of all taxes, duties, transport charges etc.,
3	The rates shall also be inclusive of accessories, fittings.
4	All the released materials including switches, boards etc, should be handed over to Railways Section Engineer in charge safely at his Stores/Depot.
5	The tenderers are requested to inspect the site before quoting.
6	The contractors are requested to visit the site before procurement of cables to asses the exact requirements of cables.
7	Tenderers must specifically mention the brands offered and relevant technical details, specifications, catalogues and leaflets etc., wherever applicable should invariably be enclosed so as to evaluate their offers.
8	The exact location of the work will be shown by the Engineer at site.
9	All damages during the work shall be made good by the contractor at his own cost.
10	All the fittings/equipments should be approved makes only as per approved list, if not mentioned for any item in approved list, prior approval of Sr.DEE/HYB should be obtained before procurement.
11	All the wiring work should be carried out as per wiring specification
12	**The RITES inspection fee as charged shall be borne by contractor. (wherever applicable)**
13	We agree to abide by the extent rules and regulations of Railways stipulated under item 1 to 40 of general conditions of the contract and also the rules laid down in the special conditions of the contract.
14	**The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be**

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	allowed on this account.
15	**If required Change of location will be decided by Tender Accepting authority.**
16	**Contractor/Agency has to be take permission from Sr.DEE/M/HYB before supply the materials**

Schedule-C

Sl.No.	Item	Approve brands/supplier
1	ACBs, MCCBs & MCBs, COS, DBs	Legrand, ABB, Schneider, Havells, LK(L & T), C & S, Siemens, hager or equivalent/similar
2	LED fittings/Rope lights	Philips, Crompton, Bajaj, Wipro. Havells, Polycab, GM, Jaquar, Leksa lighting, Gold medal. Goldwyn, Luker or equivalent/ similar.
3	LED	LUMILEDS, Samsung, NICHIA, OSRAM, CREE, Avago any other LED with LM-80 Certified by National/International Accredited certifying Agencies.
4	FRLS Copper conductors & copper cable	Polycab, Finecab, Finolex, Havells, GM, Nakoda, GoldMedal, torrent or equivalent/similar
5	PVC conduit pipe/Rigid PVC pipe	Sudhakar, Godavari, Astral, GM, Polycab, Precision/Universal & Marudhar/VIP / GoldMedal / Polycab/Anchor/ Polyline/ Orbit or equivalent/similar
6	Modular box, plate, box, switches etc,	GM, Havells, Legrand, L&T, C&S, GoldMedal, Anchor roma or equivalent/similar.
7	BLDC fan	Gorilla (Atombarg), Crompton, Bajaj, Havells, Usha, Orient, Polycab, GM, Super fan, Halonix, Gold medal or equivalent/similar.
8	Pedestal fan	Crompton, Bajaj, Havells, Usha, Orient, GM, Almonard, Atombarg, Halonix, Gold medal or equivalent/similar.
9	Bracket fan	Usha, Crompton greaves, Havells, Bajaj, GM, Almonard, Atombarg, Halonix, Gold medal or equivalent/similar.
10	Split AC/ Cassette AC/Packed AC	Blue star/O-General/Hitachi/DAIKIN/ Carrier/ Toshiba/ Voltas/Lloyd/ Mitsubishi or equivalent/ similar.
11	HDPE pipes	Nagarjuna, Godavari, Ganga Kaveri, Narmada, Sudhakar, or equivalent/similar.
12	HT/L T XLPE cable	Polycab, Havells, Torrent, Finecab, Gloster, Kenter cables India Pvt Ltd, Nakoda, KEI or equivalent/similar.
13	Termination Kits/ Straight through joint kits	Recham, Densen, M-Seal or equivalent/similar
14	B class GI pipe	Jindal, Tata, Oswal, Precision or equivalent/similar
15	4 way junction box/Pelxo junction Box	Lagrand, Havells, C&S, L&T, Cape, Hensel, Sintex, kakatiya or equivalent/similar
16	Exhaust fan	Almonard, Bajaj, Crompton, Havells, Usha, Atombarg or equivalent/similar
17	Solar water heating system	TATA/ BHEL/ BOSCH/ ETC/ V-GUARD/ RACOLD or equivalent/similar
18	Geyser	Bajaj, CGL, V-Guard, Crompton, Havells or equivalent/similar
19	Water cooler	M/s. Usha/Blue star/Voltas, Honybee or equivalent/similar
20	Submersible pumps/ Mono	Kirlosker, ABB, Crompton, Grandforse, Lubi, CRI, Texmo,

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Sl.No.	Item	Approve brands/supplier
	block pumps/Booster pump/ Energy efficient motors/ Pump/ Motor	DECCAN, KSB, or equivalent/similar.
21	DOL starters with protection system	Schneider Siemens, L&T, Gelco, Gokul, Havells,L&T, ABB or equivalent/similar
22	VFDs	ABB, Schneider, Siemens, Crompton, Shakthi, Grundfos, L&T, Eaton, Honeywell or equivalent/similar
23	High mast/Octagonal Pole	CG, Philips, Bajaj, Valmont, Utkarsh, Transrail or equivalent/similar
24	Computes (Power analyzer)	Dell, HP, Lenevo or equivalent/similar
25	Printers	HP, Cannon or equivalent/similar
26	Bollard LED lighting	Havells, Bajaj, CG, Wipro, Philips or equivalent/similar
27	Occupancy Sensors	Legrand, L&T, Schneider, Havells or equivalent/similar
28	Air Circulator	Crompton, Bajaj, Havells, Usha, Orient, Almonard, Atombarg or equivalent/similar
29	on-line UPS, Inverters	Power One, Delta, Fronius, Uniline, Deye, ABB, Polycab, Numeric or equivalent/similar
30	RMU & VCB	Lucy, ABB, Siemens, Schneider, CG or equivalent/similar
31	Industrial plug socket/Pre cooling sockets	Legrand, Havells, L&T, C&S, Hensel, CAPE or equivalent/similar
32	LED Pit/catwalk Lights	Yamini, Fortune art, Goldwyn, S2 light, OSSE or equivalent/similar
33	2KVA 24V DC and 48V AC Power supply unit/ SMPS unit	Yamini, S2 light, OSSE, Fortune art, Goldwyn or equivalent/similar
34	Batteries	EXIDE, Amaron, Luminous, QUANTA or equivalent/similar
35	Refrigerators	LG, Samsung, Whirlpool or equivalent/similar
36	Decorative pole/ Decorative Bollards	KLITE/KESSLEC/LIGHTMAN/BEGA/IGUZZINI/Bajaj/Philips/ CG/Havells/Wipro/Leksalighting or equivalent/ similar
37	Façade lights	Bajaj BA WW series/ Philips/Wipro/Polycab/K-lite / LIGHTING TECHNOLOGIES/ LIGHTMAN/ Jaquar/ Havells/ Leksa lighting, Edison Goldwyn or equivalent/similar
38	DMX Controller System	Nicolaudie/Pharos/Osram ECUE/Philips/Havells, or equivalent/similar
39	DMX Splitter cum Booster	Pioneer/Briteq/Swisson/ Havells or equivalent/similar
40	Signage Boards	Yamini, S2 or equivalent /similar
41	LED Name Boards	Yamini, S2 or equivalent/similar
42	Cablofill cableTrays	Legrand/Eaton/Panduit or equivalent/similar
43	DG Set	Kirlosker/Cummins/Honda/Bajaj/Mahindra or equivalent/ similar
44	Hand dryer	Euronics, Dolphy or equivalent/similar
45	Solar Panels	Sri savitr solar Pvt Ltd, Sirius Solar energy system pvt Ltd, , TATA, Gautham Solar Pvt Ltd, Adani, Waaree, Oswal or equivalent
46	Multi function meters	L&T, C&S or equivalent/similar
47	ULM 320 Series Constant	MEANWELL or equivalent/similar

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Sl.No.	Item	Approve brands/supplier
	power	
48	LED Gobo Projector	Eshark, Yufan, Claypaky, Leksa, Martin, Aura, Philips or equivalent/similar
49	LED Giraffe, Elephant, Panda structures	Leksa or equivalent/similar
50	APFC/ Active Power Filter	L&T, C&S, Havells, Delta, Schneider, ABB/Hitachi or equivalent/similar
51	Induction stove	Prestige, Philips, Whirlpool, LG, Samsung or equivalent/similar.
52	Microwave oven	Samsung/whirpool/voltas or equivalent/similar
53	IFD	L&T, KL itech, Efftronics or equivalent/similar
54	CTs	L&T, KL itech, Electrohms, Efftronics or equivalent/similar
55	Level sensors	Pulsar, Kaifeng Instruments, Efftronics or equivalent/similar
56	Lift	OTIS, Johnson, Omega, Schindler, Siemens or equivalent/similar
57	Escalator	OTIS, Johnson, Omega, Schindler, Siemens or equivalent/similar
58	Transformers	VE, Mahendra transformers, Bharath Electricals, EPTS Transformers co, Transformers & Rectifiers (India) Ltd, M/s. Swathi Power Solutions, Mirzapur Electrical Industries Ltd or equivalent/similar
59	Smart metering system	L&T, Secure, Schneider or equivalent/similar
60	Perforated Cable tray	UB or equivalent/similar
61	automatic light controlling nature switch device	Kakatiya or equivalent/similar
62	LA	True power or equivalent/similar
63	Blowers for AHU unit	AMCA (Air Movement and Control Association International) Approved
64	Cell Deck Pad for AHU unit	Honey Combe pad or equivalent/similar
NOTE:	1) The make should be got approved by Sr.DEE/M/HYB before procurement and executing the work.	
	2) If any make not mentioned in the list it should be approved by Sr.DEE/HYB	

RITES/Consignee Inspection:

a) As per PCEE/SCR office letter no.E.29/P/Vol.XI dated 27.09.2017

i) Pre-inspection of items by RITES/RDSO for the material procured through works contract

In the works contract for which supply items value is more than `5.0 lakhs on par with store supply items, RITES/RDSO inspection should be carried out by the contractor.

ii) For consignee inspection, the firm should submit Guarantee/ Warrantee certificate, Test certificate from OEM.

b) For ISI marked products even if the value of the schedule item as per the accepted rates is more than Rs.5 lakhs, if the order is placed on ISI certified manufacturer, the material shall be accepted on firm's WTC with consignee inspection. (Authority: Railway board Lr. No. 2017/Trans/01/ Policy/ Pt-S, Dt.16-08-2018).

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SCOPE OF WORK AND TECHNICAL SPECIFICATION

1	Supply & erection of 5m long hot dip galvanized octagonal pole with 130mm bottom A/F and 70mm top A/F, made up of 3mm thick HT Sheet & Bakelite sheet & suitable MCB including suitable size of loop-in & loop-out connectors (for mounting inside the base compartment of pole with hinged door opening arrangements), with base plate of size 200x200x12mm, M16X 600 long 'J' type EN8 grade foundation bolts, with 1000mm Single arm bracket for fixing of LED light with all connected accessories, etc.
2	Supply & erection of 5m long hot dip galvanized octagonal pole with 130mm bottom A/F and 70mm top A/F, made up of 3mm thick HT Sheet & Bakelite sheet & suitable MCB including suitable size of loop-in & loop-out connectors (for mounting inside the base compartment of pole with hinged door opening arrangements), with base plate of size 200x200x12mm, M16X 600 long 'J' type EN8 grade foundation bolts, with 1000mm Double arm bracket for fixing of LED light with all connected accessories, etc.
3	Excavation of pit for octagonal pole/ poles of suitable size in all type of soils as per the direction of engineer at site
4	Provision of concrete foundation and constructing the plinth as per the directions of engineer at site.
5	Supply, fixing, connecting and commissioning of 60W LED street light complete with necessary clamps and hardware etc. as per Railway specification
6	Supply, fixing, connecting and commissioning of 90/100 watt LED based street light luminary with cool white light, pressure die cast aluminum housing, IP 65 or better having system complete as specification.
7	Supply, erection, connecting, testing and commissioning of 100W LED Highbay light fixture complete with necessary mounting accessories, clamps and hardware etc. as per Railways specification
8	Supply, fixing, connecting and commissioning of 200 watt LED based flood light luminary with cool white light, pressure die cast aluminum housing, IP 66 or better having system complete as per specification.
9	Supply, fixing, connecting and commissioning of 35W LED Panel light fitting 2'x2' square type (warm white/cool white) with other connected accessories etc.
10	Supply, erection, testing and commissioning of 8W Bollard LED light of height 0.6mtrs for garden lights as per directions of engineer at site
11	Supply, installation and commissioning of LED colour Rope light multi colour (warm white, white, green, saffron, pink, blue) as per the direction of site Engineer suitable to operate on 220V to 250V single phase AC supply as per directions of engineer at site
12	Supply, installation and commissioning of Connectors for Rope light as per directions of engineer at site
13	Design, supply, erection and commissioning of RGB LED Based Station Name Board
14	Supply & fixing of 15W LED recess mounting down lighting round, greater than 180mm dia suitable to operate on 230v, 50Hz AC supply as per the directions of engineer at site.
15	Supply, fixing, connecting and commissioning of 20 Watts 1200mm LED tube light aluminum fitting (warm white/cool white) with lamp including wiring connections etc. as per enclosed specification as per the directions of Engineer at site

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16	Supply, fabrication, fixing of MS channels and angles of suitable sizes as per site condition including necessary clamps, bolts, nuts, washers including painting with two coat of red oxide, one coat of aluminum etc. as per directions of engineer at site.
17	Supply, fixing, connecting and commissioning of automatic light controlling nature switch device, grade sensors and advanced micro-controllers with suitable power contactor and MCB, enclosed in a FRP enclosure for pole mounting, confirming to IS-54 and similar to swadeep-02 EC-03 kW 1phase. The device should have the following specifications: 1)Operating voltage range:120V, AC 50Hz 2)Switching endurance 5000 cycles of ON and OFF minimum 3)Operating illumination levels a)for switching On-less than 60Lux for 30 seconds b)for switching OFF-greater than 10Lux for 30 seconds 4)Auto voltage levels a)High voltage trip/auto reset - if voltage and gt 280 AC/and it 270V resp. 5)LED for indicating the operating status 6)During based switching OFF option of 04 to 08 hours with resolution of 1/2 hour 7)Override option-continuous ON and continuous OFF
18	Supply & fixing of cable termination lug & Glands as per the site requirement
19	Supply, fixing, testing and commissioning of 380mm sweep, 1400 rpm (approx) propeller type exhaust fan complete as per IS, IE rule & site requirement.
20	Supply & fixing of 1200 mm sweep energy saving BLDC ceiling fan with copper winding and with remote, 300mm length of down rod (without shackle), input power not more than 28W, as per specification
21	Supply and fixing of fan hooks (D Hook with double fasteners 10 mm for hanging ceiling fans) as per the direction of site Engineer
22	Supply and fixing of 2/3/4/6 feet down rod as per the direction of site Engineer
23	Supply & laying of PVC conduit pipe of 25 mm dia 2 mm thick in concealed/surface as per the directions of Engineer at site
24	Supply & laying of PVC conduit pipe of 32 mm dia 2 mm thick in concealed/surface as per the directions of Engineer at site
25	Supply & fixing of PVC conduit moulded bend pipe 32/25 mm dia 2 mm thick in concealed
26	Supply & fixing of PVC Junction box of suitable way for 32/25 mm dia 2 mm thick PVC conduit pipe in concealed
27	Supply and laying of flexible 25mm PVC pipe
28	Cutting and chipping the wall for laying the PVC conduit pipe and plastering after laying the PVC conduit pipe with cement and sand mortar mixed with 1:8 ratio, but without laying PVC conduit pipe.
29	Supply, laying, connecting & commissioning of single core FRLS multi strand 1.5 sq. mm Cu. Conductor
30	Supply, laying, connecting & commissioning of single core FRLS multi strand 2.5 sq. mm Cu. Conductor
31	Supply, laying, connecting & commissioning of single core FRLS multi strand 4 sq. mm Cu. Conductor
32	Supply, laying, connecting & commissioning of single core FRLS multi strand 6 sq. mm Cu. Conductor
33	Supply, laying, connecting & commissioning of single core FRLS multi strand 10 sq. mm Cu. Conductor
34	Supply, laying, connecting and commissioning of 3 core 1.5 mm sq.mm multi stranded FRLS cu. Conductor as per the directions of Engineer at site
35	Supply and erection of ceiling rose.

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36	Supply & erection of 6/10A 1-way switch
37	Supply & erection of 16/20A one way switch
38	Supply & erection of 6/10A socket pin with safety shutter
39	Supply & fixing of 16/20/10A socket heavy duty with safety shutter
40	Supply & fixing of 20/25A capacity MCB DP similar to GM make as per the directions of engineer at site
41	Supply & erection of 3 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
42	Supply & erection of 3 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
43	Supply & erection of 4 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
44	Supply & erection of 4 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
45	Supply & erection of 6 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
46	Supply & erection of 6 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
47	Supply & erection of 8 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
48	Supply & erection of 8 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
49	Supply & erection of 12 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
50	Supply & erection of 12 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
51	Supply & erection of 18 way module size GI sheet metal/PVC box in concealed/surface similar to GM make or equivalent as per the directions of Engineer at site
52	Supply & erection of 18 module size modular plates with unbreakable frame similar to GM make or equivalent as per the directions of Engineer at site
53	Supply, fixing, testing and commissioning of (DP MCB – Incoming & SP/MCB – Outgoing) wall mounted of one row 12 module circuit breaker box made out of thermoplastic, (with metric knockouts for cable entry) with N terminal, size (202 x 238 x 111)mm complete. The LT distribution board shall be comprising with the following MCBs fixed in it conforming to IS:8828:1996, ISS & IE rules and site requirement. DP MCB 40-63 Amps. 'C' series = 01 No. (Incoming) SP MCB 6-32 Amps. 'B' series = 07 Nos. (Outgoing)
54	Supply, fixing, testing and commissioning of 24 module DB out door type of make Havells, Siemens, L&T, Schneider, Legrand or equivalent with following items of matching make to be fixed in distribution board, confirming to IS:8828:1996 or latest, IE rules and site requirement. 4P MCB 63 Amps. 10 KA 'C' series = 01 No. (Incoming) SP MCB 6-32 Amps. 10 KA 'C' series = 18 Nos. (Outgoing)
55	Supply of 4core 16 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest

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56	Laying, connecting, testing and commissioning of 4core 16 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest
57	Supply of 4core 25 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest
58	Laying, connecting, testing and commissioning of 4core 25 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest
59	Supply of 2core 70 mm² LT XLPE aluminium UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest.
60	Laying, connecting, testing and commissioning of 2 core 70 sq.mm multi strand LT XLPE cable as per directions of the engineer at site.
61	Supply of 4core 120 mm² LT XLPE Al. UG Cable, 1100 Volts as per IS:7098/Pt.I/1988 or latest
62	Laying, connecting, testing and commissioning of 4core 120 mm² LT XLPE Al. UG Cable,1100 V as per IS:7098/Pt.I/1988 or latest
63	Supply and fixing of G.I. wire earth continuity of 8 SWG G.I. wire
64	Supply & erection of HDPE pipe of 50 mm dia, PN-6, PE-100 of material grade as per IS 4984-2016 or latest as per the directions of Engineer at site
65	Supply & erection of HDPE pipe of 110 mm dia, PN-6, PE-100 of material grade as per IS 4984-2016 or latest as per the directions of Engineer at site
66	Excavation of cable trench 30 cm widex90cm deep in all types of soils for LTUG cable as per the directions of Site Engineer
67	Cutting of asphalted road/ concrete/ cement/ under the track etc., and excavation of cable trench 30 cm widex90cm deep road etc., for laying of LTUG cable. After laying of cable the trench should be brought to its original position by providing tar/ concrete/ cement as per the site conditions and as per directions of Rly. Engineer.
68	Supply of 50 mm dia "B" class G.I. pipe and fixing with suitable clamps on rail posts/walls including bends, couplings etc., laying of cable through G.I. pipe as per the directions of Engineer at site.
69	Supply & erection of a maintenance free earthing with single rod as per RDSO specification No. RDSO/ PE/ SPEC/PS/0109-2008 Rev 0 or latest
70	Supply and erection of earth electrode (as per RDSO Drawing No.ETI/OHE/P/7021 & RDSO Spec no. TI0LKO(PSI)/ 38/ 2020 Dt:25.08.2021 or latest)
71	Supply, fixing and connecting and commissioning of Weather proof terminal box with Bimetallic bus bar with clamp bolts nuts including all accessories etc. (For 25KVA & 10KVA AT) As per DRG No:E.252/ TrD/HQ/ATJB/ 2022-23(Alt-1), Dated:22/11/2023 or latest Drawing
72	Supply, fixing and commissioning of 63A 4 pole MCCBs with 25 KA breaking capacity (for AT terminal box)
73	Design, supply and fixing of FOAM BOARD & PRINTING, 0.3 cm thick and durable, but extremely light, High-quality matte finish and colour as per the direction of Engineer at site
74	Supply, erection of bus bar junction boxes 63 A / 150 A 6 terminal 3 I/P & 3 O/P suitable for 63 Amps 4 Pole MCCB as per drawing and as per engineer at site
75	Supply and erection of Loop in and Loop Out type 16 way terminal junction box up to 150 A capacity for termination of general power supply (out door type) as per drawing and as per engineer at site.
76	Supply, laying, connecting & commissioning of 40mm x 5mm/ 25mm x 5mm thick GI Strip for earth pit as per the directions of engineer at site

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77	Fabrication, supply, laying and fixing of S.S perforated cable tray of size 200 mm x 50 mm x 2 mm thickness with cover, SS 304 grade. The cable trays should be fixed on the roof, under COP, wall, with suitable clamps, bolts & nuts etc., firmly and rigidly as per the directions of engineer at site
78	Supply, fixing, connecting and commissioning of 6 way TPN DB in surface/concealed & comprising of 2 x 63A 4P 300mA RCBO, 18 x 6/10/16/20/32A MCB SP with Double door, flush mounting as per the directions of engineer at site.
79	Supply, fixing, connecting and commissioning of 8 way TPN DB in surface/concealed & comprising of 2 x 63A 4P 300mA RCBO, 24 x 6/10/16/20/32A MCB SP with Double door, flush mounting as per the directions of engineer at site.
80	Supply and fixing of 16 way double door with lock and key SPN distribution board similar to Legrand model No. 507643 with 2 No. 20 Amps DP 'C' curve 10KA MCB incomer and 12x10A SP 'C' curve 10KA MCBs outgoing including internal connections, grouting, fixing, testing earthing and all labour charges etc. Note: MCCBs: ICs=100% ICu
81	Supply & erection of modular 10/16/20/25A MCB SP as per the directions of engineer at site
82	Supply, fixing, connecting and commissioning of Master control 16A DP MCB as per the direction of the Engineer at site
83	Supply, fixing, connecting and commissioning of Master control 32A DP MCB as per the direction of the Engineer at site
84	Supply, fixing, connecting and commissioning of Master control 32A TPN MCB as per the direction of the Engineer at site
85	Supply, fixing, connecting and commissioning of Master control 63A TPN MCB as per the direction of the Engineer at site
86	Design, supply, installation, testing and commissioning of cubicle type 14SWG LT panel (Outdoor type) with 200 amps sectionalized electrolytic copper bus bar (bus bar should be RYBN uniform sizes). LT switchgear confirming to IS-8623 or latest. Advanced Multi function meters with CTs of suitable capacity with R.S.485 port for incoming supply with CTs of suitable and RYB LED indication lamps with all other connected accessories etc., as directed by Engineer at site. (1) 2 x 100 A 4pole 35/36KA microprocessor based MCCB (I/C), 1x100A on load change over switch, Out goings: 6x40 Amps TPN MCB, 2x32A DP 'C' curve 10KA MCB, 6x16A SP MCB. Note: MCCBs: ICs=100% ICu, all MCCBs should be microprocessor based
87	Supply of CAT III 600V Insulation Tester up to 5 KV and 1000 GIGA Ohms range, adjustable test voltage from 250 V to 5000 V, variable test voltage feature, feedback controlled control test voltage, Guard Terminal for high resistance accuracy, 5% test voltage accuracy, IP 40 and should be equivalent to the model BM5500 Megger
88	Supply of Digital Multi Function Tester having functions of Fault Loop impedance (High Resolution 0.001) measurement with RCD Non Trip Feature, voltage (Trms, AC, DC) measurement range of 600 V AC, 1000 V DC, Insulation resistance measurement (Stabilised insulation test voltage range from 50 V to 1000V), Continuity and line resistance measurement, Earth resistance measurement using 2-Wire & 3-wire with accessories, RCD testing for Type AC, A, B. User upgradeable operating system, Full Colour TFT Bonded Display, internal memory for test data storage, Li-Ion rechargeable battery with battery charger, IP 54, Operating Temperature: -10 Deg C to +55 Deg C equivalent to the model MFT- X1 (megger make).

89	Supply of True RMS Digital Flexible Clamp Meter with bluetooth feature of Cat-IV 600 V and Cat-III 1000 V AC/DC Safety rated for measuring 1000 V AC/DC Voltage, Current Measurement upto 3000 A, Resistance, Continuity and frequency measurement capable of operating at -10 C to + 50 C; Display: 10000 Counts, Updates at 4/Sec, with LCD Display with Backlight; Accuracy: AC Volts: + or - (1.5%+5 Digit), AC Current: + or - (3%+5 Digit); minimum of 3 year warranty, including Test Leads, Battery and calibration certificate and should be equivalent to model Meggar FCC3450
90	Design, fabrication, fixing, connecting and commissioning of outdoor type cable termination box of 2'x2'x1' size with 2mm thick sheet duly providing of clamps to fix with pole and have proper locking arrangements as per the site requirement. This item also includes termination of existing cable to the termination box with copper bus bar of size 75x5mm & 63A 4P MCB as per the directions of the engineer at site.
91	Supply & laying/spreading of 20 mm ballast (hard granite metal) to electrical sub stations in SC area including transportation, loading and unloading of ballast at location as directed by the Engineer at site
92	Supply, fixing of mobile charging DB with 6 sockets including all connected accessories as per the directions of Site engineer
93	Supply of P.V.C. Danger Board of 440Volts capacity RED colour base radium stickers of size 11 inch X 7 inch and radium and with silver letters as a danger board stickers in 08 Languages like Telugu, Hindi, English, Urdu and other Languages and good quality adhesive property as per the direction of site Engineer. (Successful bidder can collect sample from the consignee)
94	Supply of the Danger Board of 440Volts capacity on 01mm thickness and 11 inch X 7 inch size aluminum sheet duly painted red and radium paint as base and silver letters duly with screen printed on 08 Languages like Telugu, Hindi, English, Urdu and others, and back side aluminum patti fixing bracket for fixing the danger board to the pole as per the direction of site Engineer. (Successful bidder can collect sample from the consignee)
95	Supply, connecting and commissioning of ceiling mounted Occupancy (Presence) Sensor similar to Legrand make as per the direction of site Engineer
96	Design, manufacture, display, installation of wall/ hanging/ floor mounting type LED illuminated sign/direction boards in half elliptical shape. The display sheet shall be of unbreakable 040 translucent polycarbonate sheet of 2 mm thickness. The text/graphics matter visibility shall not be less than 160 deg. The approved colour text and graphics shall be printed/router cut on monomeric calendared vinyl of 70 um thickness and shall be firmly pasted on display sheets. The mounting arrangement shall be hanging, wall mounting, ceiling mounting, pole mounting or floor mounting and as per site requirement. The signage shall have the integral mounting arrangements with sturdy structural frame and ACP cladding on the backside of the signage to avoid rusting and entry of dust. The LED board shall have uniform illumination with 4-8 W /sq. ft and with brightness more than ambient light. Suitable size end cap of 1.5mm thick SS304 should be provided as per technical spec. and direction of engineer at site.

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IMPORTANT I.E. RULES

Sl.No.	RULE No.	DESCRIPTION
01	RULE – 3	Authorized person
02	RULE – 29	Construction, Installation, Protection, Operation and maintenance of electric supply lines and apparatus.

03	RULE – 33	Earthed terminal on consumer's premises.
04	RULE – 34	Accessibility of bare conductors.
05	RULE – 35	Danger Notices.
06	RULE – 36	Handling of electric supply lines and apparatus.
07	RULE – 42	Accidental charge.
08	RULE – 43	Provision applicable to protective equipment.
09	RULE – 44	Instruction for restoration of persons suffering from electric shock.
10	RULE – 44 A	Intimation of accidents.
11	RULE – 45	Precautions to be adopted by consumers, owners, occupiers, electrical contractors, electrical workman and suppliers.
12	RULE – 46	Periodical inspection and testing of consumer' installation.
13	RULE – 47	Testing of consumer's installation.
14	RULE – 48	Precaution against leakage before connection.
15	RULE – 50	Supply and use of energy.
16	RULE – 51	Provisions applicable to medium, high or extra high voltage installations.
17	RULE – 58	Point of commencement of supply.
18	RULE – 63	Approval by Inspector.
19	RULE – 64	Use of energy at high and extra high voltages.
20	RULE – 65	Voltage Tests.
21	RULE – 66	Metal sheathed electric supply lines.
22	RULE – 67	Connection with earth.
23	RULE – 68	General Conditions as to transformation and control of energy.
24	RULE – 69	Pole type sub-station.
25	RULE – 70	Condensers
26	RULE – 80	Clearances from buildings of high and extra high voltage lines.
27	RULE – 83	Clearances – General
28	RULE – 88	Guarding.
29	RULE – 90	Earthing.
30	RULE – 92	Protection against lightning
31	RULE – 134	Relaxation by Inspector.
32	RULE – 138 A, 139, 140, 140A and 141	Penalty for breach of Rules.

GOVERNING SPECIFICATIONS

Sl.No.	ITEM	SPECIFICATION NO:
	Cables	
01	Cable 1100 Volts, PVC Aluminum	IS: 1554/Part.I/1976
02	PVC insulated copper conductor cables of 650/1100 volts grade	IS: 694/1990
03	Cross linked poly ethylene (XLPE) insulated PVC sheathed cable above 1.1 kV but up to 11 kV supply	IS: 7098 (Part-II)
04	Paper insulated lead sheathed cables for electricity supply	IS: 692/1973
05	Recommended short circuit ratings of High Voltage	IS: 5819/1970

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Sl.No.	ITEM	SPECIFICATION NO:
	PVC cables.	
06	Recommended current ratings for cables – PVC insulated and polyethylene insulated.	IS: 3961 (Part II/1967 & Part IV & V/1968)
	TRANSFORMERS	
01	Power Transformers.	IS: 2026 (Part II, III & IV/1977)
02	Potential Transformer	IS: 3156/1978 Part I & II
03	Current transformers. Part – 1 General requirements.	IS: 2705 (Part-1) 1981
04	Voltage transformers. Part – 1 General requirements.	IS: 3156 (Part-1) 1978
05	Outdoor type 3 phase distribution transformer up to and including 100 kVA/11kV	IS: 1180/1964
06	Code of practice for installation and maintenance of transformers.	IS: 1886/1967
07	Current Transformers for special purpose	IS: 2705 (Part-IV/1968)
08	Application guide for voltage transformer	IS: 4146/1967
09	Maintenance of transformer	IS: 10028
10	Insulating oil for transformer and switchgear	IS: 335/1972
	SWITCHGEARS/ CIRCUIT BREAKERS /SWITCHES	
01	ICTP Switch	IS: 4064 Part.I
02	MCB	IS: 8828/1978
03	Front operated cubicle fuse switch, triple pole with neutral	IS: 4064 / 1978
04	Change over switch, Iron clad front handle operated for 415 volts ac, 50 Hz, supply	IS: 2208
05	Air Circuit breaker	IS: 2516
06	Marking and arrangement for switchgear busbars, main connections and auxiliary wiring.	IS: 375/1963
07	Alternating current circuit breakers	IS: 2516 (Part I & II Sec.1; Part-I – Sec. 2 & 3/1977, 1963 & 1972)
08	Code of practice for installation and maintenance of switchgear	IS: 3072/1975
09	Molded case circuit breaker (MCCB)	IS: 2516 / 1966
10	Code of practice for selection, installation and maintenance of fuses not exceeding 650 V	IS: 3106/1966
11	Metal enclosed switchgear and control gear for voltages above 1000 V but not exceeding 11 kV	IS: 3427/1969
12	Heavyduty Air Break switchgear and composite units of airbrake switches and fuses for voltages not exceeding 1000 Volts.	IS: 4047/1967
13	General Requirements for switchgear and control gear for voltages not exceeding 1000 V.	IS: 4237/1967
14	Switches and switch isolators above 1000 V. But not exceeding 11000 V.	IS: 4710/1968

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Sl.No.	ITEM	SPECIFICATION NO:
15	Air break Isolators: Alternating current disconnectors (isolators) earthing switches for Voltages above 1000 V. part-1 general and definitions.	IS: 9921 (Part-1) 1981
16	Maintenance of control Panel and switchgear	IS: 10018
17	Cutouts: Enclosed distribution fuse Boards and cut outs for voltages not exceeding 1000 Volts.	IS: 2675 - 1966
18	Fuses: Carriers and bases used in re-wirable type electric fuses up to 650 volts.	IS: 2086 – 1963
19	Air break switches, air break disconnectors, air break switch disconnectors and fuse combinations units for voltages not exceeding 1000 V ac or 1200 V DC. Part-1 General requirements.	IS: 4064 (Part-1) 1978
20	High voltage, 11 kV Vacuum Circuit breaker	IS: 2516
21	Starters for AC motors of voltage not exceeding 1000 volts	IS: 1822 / 1967
22	Enclosed distribution fuse boards and cutouts for voltages not exceeding 1000 V	IS: 2675 / 1983
23	Distribution pillars for voltages not exceeding 1000 V, ac.	IS: 5039 / 1969
	Insulators	
01	Porcelain guy strain insulators	IS: 5300
02	Porcelain insulators for lines with voltage greater than 1000 volts	IS: 731/1971
03	Insulator fittings for 11 kV insulators	IS: 2486 (Part –I) / 1971
04	Insulator fittings for 33 kV insulators	IS: 2486 (Part –II) / 1989
05	Insulator fittings for LV/MV insulators	IS: 7935 / 1975.
06	Porcelain insulators for overhead power lines with a nominal voltage up to and including 1000 V.	IS: 1445/1977
07	Insulator fittings for overhead power lines with a and nominal voltage greater than 1000 V.	IS: 2486 (Part I/1971) (Part II/1974)
08	Porcelain insulators for overhead power lines (3.3 kV and above)	IS: 731 – 1971
09	Porcelain post insulators (3.3 kV and above)	IS: 2544 – 1963
	Conduits for Electrical Installations/ Wiring Accessories	
01	Rigid steel conduits for electrical installations	IS: 9537 (Part-2)
02	Fittings for rigid steel conduits for electrical wiring	IS: 2667 / 1976
03	Accessories for rigid steel conduits for electrical wiring	IS: 3837 / 1966
04	Flexible non metallic conduits for electrical installations	IS: 6946
05	Rigid type PVC conduit	IS: 2509
06	Fittings for rigid non metallic conduits	IS: 3419 / 1965
07	Conduits for Electrical Installations. Part-1 General requirements	IS: 9537 (Part-1) 1980
08	Conduits for Electrical Installations. Part-2 Rigid steel	IS: 9537 (Part-2) 1981

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Sl.No.	ITEM	SPECIFICATION NO:
	conduits.	
09	Conduits for Electrical Installations. Part-3 Rigid plain conduits of insulating materials.	IS: 9537 (Part-3) 1983
10	Flexible steel conduit for electrical wiring.	IS: 3480 – 1966
11	Socket Outlet, 250Volts, 16Amps	IS: 1293/1988
12	Combined Switch cum socket Outlet	IS: 4615/1968
13	Switch, Piano	IS: 3854/1988
14	Ceiling Rose, 3 way, 5 Amps, 230 volts	IS: 371/1979
15	Lamp Holder, Boynet	IS: 1258/1980
16	PVC wiring outlet boxes	IS: 5133 (Part II)
	Lightning Arrestors and Surge absorbers	
01	Application guide for non-linear resistor type surge arrestors for alternating current systems.	IS: 4004/1978
02	Lightning arrestor	IS: 3070 (Part-I)/1974
	Relays / Contactors	
01	Contactors for voltage not exceeding 1000 V ac or 1200 V DC	IS: 2959/1975
02	Electrical relays for power system protection.	IS: 3231 / 1965
03	Application guide for Electrical relays for AC Systems	IS: 3842 – Part I/1967, Part-II & III/1966, Part IV & XII)
	Metres / Testers/Instruments	
01	KWH Meters	IS: 722/1972
02	Insulation resistance testers hand operated (Magneto-Generator type)	IS: 2992/1983
	Electrical Conductors	
01	All Aluminum stranded conductor	IS: 398 (Part-I)
02	Aluminum conductors galvanized steel reinforced	IS: 398 (Part-II)
03	Aluminum conductors for overhead transmission purposes	IS: 378 (Part-I, II & II/1976)
04	Fittings for aluminum and steel cored aluminum conductors for overhead power lines.	IS: 2121/1962
05	Code of practice for design, installation and maintenance of overhead power lines.	IS: 5613 – Pt.I/Sec.2-1971; Pt.II/Sec I & II/1976.
	Shunt capacitors	
01	Shunt Capacitor for Power systems, 440 volts, ac, 50 Hz.	IS: 2834/1986
	Earthing	
01	Code of practice for earthing.	IS: 3043 – 1966
	Safety Items	
01	**Rubber Gloves for Electrical purpose**	**IS: 4770/1991**
02	Rubber Mat for Electrical purpose.	IS: 5424/1969
03	Danger Notice Plates	IS: 2551/1982
04	Guide for safety procedures and practices in electrical work.	IS: 5216/1969
05	Safety belt made with nylon rope	IS: 3521/1983

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06	Fire Extinguisher CO2 type.	IS: 2878/1976
	AC Electric fans	
01	Electric ceiling type fans and regulators.	IS: 374 / 1979
02	Electrical pedestal type fans and regulators.	IS: 1169 / 1967
03	Air circulator type electric fans and regulators.	IS: 2997 / 1964
04	Exhaust type fan 230 Volts, ac	IS: 2997 / 1964
	Lamps & Luminaries	
01	Ballasts for Fluorescent lamps.	IS: 1534 / 1967
02	Starter for fluorescent lamps	IS: 2215 / 1968
03	Tubular fluorescent lamps for general lighting service.	IS: 2418 / 1964
04	Bypin lamp holders for tubular fluorescent lamps.	IS: 3323 / 1965
05	F.T. Lamp	IS: 2418/1977
06	F.T. Fitting, Box type, 230 volts, ac.	i) IS: 1534/1977 (Ballast), ii) IS: 2215/1989 (Starter) iii) IS: 3323/1980 (Holder)
07	Tungsten filament general service electric lamps.	IS: 418/ 1978
08	High pressure Sodium vapour lamps. Part –1 General requirements and tests.	IS: 9974 (Part-1)/ 1981
09	HPSV Lamp	IS: 9974/Part.I
10	Flood light Luminaries 230 Volts, ac	IS: 10322/1987
11	Bulk Head Electric Light fitting	IS: 2206 / 1984
12	HPSV Out door Luminaries 230 V, ac	IS: 10322 / 1987
13	Street Light fitting F.L. Tube type 40 W, 230 V, ac	IS: 10322 / 1987
14	High bay Luminaries 230 Volts, ac	IS: 1777 / 1978
	Pumps	
01	Submersible pump sets for clear, cold, fresh water.	IS: 8034 / 1976
02	Motors for submersible pump sets.	IS: 9283 / 1979
	Air – Conditioners	
01	Room air conditioners.	IS: 1391 / 1971
	Cast Iron/ Galvanised Items / wires	
01	Galvanised steel barbed wire	IS: 278/1978
02	Cast Iron manhole covers and frames	IS: 10322
03	G.I.Wire	IS: 239
04	G.I pipe class heavy	IS: 1239
05	Steel tubular poles	IS: 2713 (Part 1 to 3)
06	Stay wire, Galvanized Iron	IS: 2141
	Paint	
01	Paint enamel	IS: 2932
	Miscellaneous	
01	Guide for short circuit calculations.	IS: 5728/1970
02	Bitumen based filling compound for electrical purposes.	IS: 7084/1973
03	General requirements and method of test for lead acid storage batteries.	IS: 8320/1976
04	Code of practice for building and tower lighting protection.	IS: 2309

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Sl.No.	ITEM	SPECIFICATION NO:
05	Code of practice for installation.	IS: 1255/1967
06	Wiring exceeding 650 Volts	IS: 2274/1967
07	Code of Practice for wiring for installation.	IS: 732
08	Storage type Automatic Electric water Heater 230 volts, ac	IS: 2082/ 1965

Regulations for Safe Working on Electrical Equipment

SECTION—I

Terms and Definitions: For the purpose of these rules unless there is something repugnant In the subjector context the following terms will have the meaning here In assigned to them

(a) Accessible. Within physical reach without the use of any Appliance or special effort.

(b) Alternative feed switch or changeover switch: A switch used for connecting either one of the two sources of the supply to an electrical circuit

(c) Authorised Person :A Person who is duly authorised to perform the duties appertaining tohis employment, the authorisation being made by an Officer of the Railway Administration empowered for that purpose. The works which an authorised person is authorised to carry out are defined in Certificates of Competence vide Appendix II. The geographical area over which the jurisdiction of the authorised person extends shall be clearly defined by the Competent authority.

(d) Bare: Means not covered with insulating materials.

(e) Cable: A length of insulated single conductor (solid or stranded or of two or more such conductors, each provided with its own insulation, which are laid up together. Such insulated conductor or conductors may or may not be provided with an overall mechanical protective covering;

(f) Cable- Flexible : A cable consisting of one or more cores each formed of a group of wires, the diameter and the physical properties of the wires and the Insulating material being such as to afford flexibility.

(g) Caution Notice : A notice attached to live equipment calling attention to the danger of touching or Interfering with such equipment.

(h) Circuit : A number of conductors connected together for the purpose of carrying current. When they form 3 closed path through which a current can circulate, the circuit is referred to as'closed-. When the path is not closed, the circuit is referred to as 'open".

(i) Circuit Breaker : A switch for opening automatically, unless other-wise specified, a circuit under abnormal conditions such as those of overload or fault.

(j) Conductor: A body or substance which offers a low resistance to the passage of an electric current.

(k) Conduit: Rigid or flexible metallic tubing or mechanically strong and fire resisting non-metallic tubing into which a cable or cables may be drawn for the purpose of affording it or the mechanical protection;

(l) Cut-Out : Any appliance for automatically cutting off the transmission of energy through any conductor when the current rises above a predetermined amount.

(m) Danger : Danger to health or danger to life or any part of body from shock, burn, or other injury to persons, or property, or from fire or explosion, attendant upon the generation, transmission, transformation, conversion, distribution or use of energy;

(n) Danger-Notice : A notice attached to dead equipment to convey as warning against such equipment being made alive

(o) Dead : At or about earth potential and disconnected from any live system; Provided that apparatus separated from a live conductor by a spark gap shall not be deemed to be dead NOTE The term 'dead' is used only with reference to current carrying parts then these partsare not alive.

(p) Dead Equipment : Electrical equipment which is not electrically alive.

17 Distribution System : A system of electrical equipment by means of which electrical energy in the form of alternating or direct current is distributed over a given area

18. Earth: The conducting mass of the earth or of any conductor in direct electrical connection there with.

19. Earthed : Or 'connected with earth' - Connected with the general mass of earth in such amanner as to ensure at all times an immediate discharge of energy without danger;

20.Earthing Connection: A metallic conductor for connecting electrical equipment to earth.

21. Electrical Equipment: Any apparatus which is used for generation transmission or utilisation of electrical energy

22. Feeder: A conductor connecting (a) generating station with a sub-station or feeding point or (b) a substation with a feeding point

23 Guarded:Covered, shielded. fenced or otherwise protected by means of suitable casing , barrier, rail or metal screens to remove the possibility of dangerous contact or approach bypersons or objects to a point of danger.

24. High Voltage: A Voltage which under normal working conditions may exceed 850 volts.

25. Insulator or Insulating Material : Material which offers relatively high resistance to the passage of an electric current

26 Isolator : A switch suitable for disconnecting a circuit under no-load conditions only,

27. Linesman/Lineman: A person authorised to inspect and work on overhead lines and switches in relation therewith.

28 Live Equipment . Equipment which is electrically alive.Electrical equipment is alive when a potential difference exists between It and earth or when it is connected to an-other conductor or circuit in which such a potential difference exists.

NOTE : In the case of an overhead electric supply line the space between the top of the pole and a distance of 6 feet below the bottom conductor is to be regarded as 'Live Equipment'.

29 Operator:A person in charge of a sub-station or a Generating station

30. Overhead equipment : Any electrical conductors run above the ground together with their associated fittings, insulators and other attachments, by means of which electrical power is transmitted or distributed.

31 Neutral conductor : Conductor of a multi-wire system the voyage of which is normally midway between the voltage 01 the other conductors of the system

32. Permit-to-work: A form of declaration signed and given by an authorised person to a person in charge of work to be carried out on or adjacent to any electrical equipment, for the purpose of making known to such person exactly what equipment is dead, earthed and safe to be worked on or adjacent to.

33. Portable: So designed as to be capable of being moved while in operation

34. Portable hand lamp:A portable light Wing provided with suitable handle, guard and flexible cord connected to a plug.

35. Power (or Generating) station :A building complete with equipment installed for the generation and supply of electrical energy.

36. Pressure or Voltage : The difference of electric potential measured in volts between any two conductors or between any part of either conductor and the earth as measured by a suitable voltmeter and is said to be

(a) Low . Where the voltage does not exceed 250 volts under normal conditions by an amount greater than 5 percent of the normal pressure where the energy is used

(a) Medium .— Where the voltage does not exceed 650 volts under normal conditions by an amount greater than 5 percent of the normal pressure, where energy is used

(b)

(c) High-Where the voltage does not exceed 33,000 volts under normal conditions by an amount greater than 12.5 percent of the normal pressure where energy is used

(c) Extra High — Where the voltage exceeds 33,000 volts.

37 Section switch: A switch used for connecting or disconnecting adjacent sections of overhead equipment and/or transmission lines.

38. Span : The horizontal distance between two adjacent supporting points of an overhead conductor

39. Switch : A device for opening and closing an electrical circuit

40. Switchgear: Switches, cut-outs of fuses conductors or other apparatus in connection therewith used for the purpose or part of a system.

41. Sub-stations:An assemblage of equipment, installed for the supply of electrical energyand comprising converting or transforming machinery, batteries or controlling apparatus. but noprime movers.

42. System : Means an electrical system in which all the conductors and apparatus are electrically connected to a common source Of pressure.

43. Transmission lines: Cables or bare overhead conductors by means of which electrical energy is transmitted between various points ot the distribution system

44 Unauthorised person : A person who is not permitted to work on electrical equipment except under the personal supervision of an 'Authorised person"

SECTION II

GENERAL RULES

45 Warning to staff: (a) Safety of the staff should be considered first as a prime factor for the working. All Electrical equipment shall be regarded as being alive at all times and consequently dangerous to human life except in cases where the electrical equipment has been Specially made dead in accordance with the provision of these Rules

(b) All Railway servants other than those deputed to work on or near electric equipment shall be warned to keep away therefrom

(c) No new H.T. installation shall be energised without the prior approval of the Chief Electrical Engineer

46. (a) Work on electrical equipment: Before commencing and for the whore time that work is being performed on any part of the electrical equipment or adjacent thereto, that span of the electrical equipment shall be made dead, Sale and earthed Every working party shall be protectedby independent earths When it is necessary to earth the overhead equipment or transmissionlines a minimum of two earths shall be employed one on each side of the working party

(b)Afterswitching ' OFF ' the supply arid before touching the lines or permitting stall to work on the lines the authorised Person shall in the case of lines energised at medium or lowpressure, put on rubber

gloves and test each every one Of the lines for pressure by means of either (i) a Tension Indicator (ii) a "Test Lamp- which shall consist of two lamps of equal wattage and same voltage in series. The sum of the rated voltage of the lest lamps shall not be less thanthe pressure under test-

In case of high pressure, when suitable apparatus is not available it is essential that

rubber gloves shall be worn and the following instructions shall be carried out.

(c) Before attempting to handle the overhead equipment or any other electrical equipment inorder to fix proper earthing a temporary earthhing connection shall be fixed to the rail or earth and the other and shall be hooked over the electrical equipment by means of an insulated rod and kept there until such time as a permanent earth has been fixed

(d) Permanent earthing connection shall be fixed first to the rail or earth and afterwards to the electrical equipment. The clamps of the earthing connection shall be securely tightened at bothends

(e) Precautions to be observed by staff when working on Electrical equipment are defined in Appendix I

Section-III

Certificates of competence and Authorisation

47 (a) No work on the electrical equipment or in the vicinity of electrical equipment with the exception of the replacements of insulated bridge type fuses and lamps shall be carried outby anyone, except an -authorised person" or under the direct supervision of an 'authorisedPerson'.

(b) The authority who shall designate authorised persons will be the Divisional Electrical Engineer-in-charge of the Division/Senior electrical Engineer in Workshops These Officers shall issue a "Certificate of competence" to each authorised person in the form prescribed for the purpose. The procedure raid down at Appendix- II in regard to the issue of 'certificate of competence". maintenance of register for issue of the certificates. inspections etc shall be rigidly followed.

(c) At a central point e.g. office of the Electrical Supervisor in-charge of a Sub-station (which shall be notified by the Divisional Electrical Engineer/Workshop electrical Engineer) each station or settlement there shall be displayed a list of "Authorised Persons' and against the name and trade designation of each will be entered the extent to which they are authorised to handle electrical apparatus

(d) No person shall be deemed to be authorised unless his name is entered in the register of "competency certificates" and a certificate in the appropriate form is issued in his favour as indicated at Appendix II

48. Permits to work on or near Electrical Equipment. (a) It work is to be carried out adjacent to the electrical equipments or on any part thereof by other than Authorised Persons such work shall be done only when and for such time as the person in-charge of the work is in possession of a written "permit-to-work", obtainable on application in accordance with special instructions (See Appendix III)

(b) "Permits-to-work" shall only be issued by such Authorised Persons as are specially empowered for this purpose by the Railway Administration, and shall only be in the form prescribed by the Railway Administration. Permits-to-work shall only be issued with the knowledge of the person who is responsible for the operation of the power supply on the distribution system

(c) A duplicate of every permit-to-work issued shall be retained in the office of the authorised person issuing it for a period of 3 months atleast except in case of accidents where concerned record will be preserved till acceptance of the findings by competent authority

(d) The permit will be issued not only to Staff of other than the Electrical Department who might be working on structural or painting work adjacent to live electrical mains but also to electrical staff required to work on electrical equipment and overhead lines.

(e) Where an Electrical Department official himself has to work on an individual item of electric equipment, which is directly under his control, such as on a motor or crane supply lines in a workshop, it is not necessary to issue permit to work, but he must strictly observe all the safety precautions. A supervisor should be continuously present at the works site in all suchcases. Permit to work will however, be required if staff belonging to other departments arerequired to work on or near wires.

(f) Procedure to be observed by staff in connection with the use of permits-to-work are laid down in Appendix III.

(g) The "Authorised Person" is the Electrical Department official who is in-charge and controls the electric supply to the area i.e. Wireman in-charge. Mistry in-charge. JE JE I. SE or the SSE as the casemay be

(h) In an emergency arising during the absence of the SE, an authorised senior wireman, linemen or Electrician shall carry out the work with an intimation to his superiors immediate, to avoid prolonged failures. the authorised artisan staff should be trained by the Sr. Subordinates, as to the manner in which to carry out such emergency works when such need arises.

(i) A list of the men allowed to issue permit-to-work should be maintained in the office of the Divisional Electrical Engineer, and the SSE on each Division. and also each installation. The Divisional Electrical Engineer, will personally examine all men whose names are included in the list in order to ensure that only thoroughly competent men are authorised to issue permits in an emergency.

(j) On minor installations where the Electrical-in-charge consists of a wireman or a linemancum-wireman, he shall be responsible for seeing that the supply of electrical energy is cut off from the switch room, which should be locked and the key retained in his procession before he commences any work on overhead bare copper mains etc.

(k) Working on live apparatus-where in continuity of supply is essential it is possible after taking dueprecautions to work on live electrical equipment for Leaning and repay work particularly in substations and generating stations, such work shall be carried out only under the personal supervision of the SSE. SEin-charge.

(I) When an employee is working on live apparatus he should always be accompanied by another employee capable of rendering first-aid in case of an accidental electric shock.

49. Access to Electrical Equipment (a) Adequate precautions shall be taken to prevent un-authorised persons gaining access to electrical equipment.

(b) No unauthorised person shall be permitted to have access to or to operate any switch or other apparatus which forms part of the electrical equipment or is used in connection therewith

50 Responsibility for Staff and Equipment Staff when at work shall always be under the charge of the senior member who shall be responsible for all work being carried out correctly and in accordance with the rules prescribedby the Railway Administration and in accordance with any special instructions specifically is isued. In the case of illiterate staff working on or near electrical equipment the circumstances of the work as affecting their safety and the safety of the electrical equipment shall be explained to them by the senior member.

51. Accidents to Persons :-

(a) All Accidents to persons shall be reported to the immediate Supervisor without delay, however, slight the injury may be and even though the injured man is capable of performing his duties.

First aid shall be rendered if necessary. The injured person shall be sent to a doctor for medical treatment.

(b) A box containing first-aid equipment shall be kept in each substation and other electrical work depot as directed by the Railway Administration for use when required. A periodical check shall be made of the contents as recorded and any deficiencies shall be reported by the person using the box to the Divisional Electrical Engineer who will arrange for immediate replacement with the Medical Officer concerned.

(c) In the case of accidents of an electrical nature, an all concerned telegram , Short Message Service (SMS) on mobile " shall be issued when necessary as directed in the rules for reporting accidents

52 Electric Shocks :-

(a) Instructions in English and the regional language regarding the treatment of persons suffering from Electric Shock, shall be exhibited in all power houses, electrical repair shops, and substations and it is the duty of every authorised official to make himself thoroughly familiar with such instructions, and to be able to render artificial respiration. when necessary

Electrical shocks are easily received and are easily avoided if proper precautions are taken, in maintaining and handling electrical equipment.

53. Fire fighting :

(a) In case of fire, do not throw water on live electrical equipment. It is dangerous to you.

When using fire-hose, make sure that the jet of water does not come into contact with live conductors. Don't use a fire extinguisher on electrical equipment unless it is clearly marked assuitable for that purpose. CTC (Carbon Tetra Chloride) or DCPT type extinguishers are suitable

(b) In case of fire on or adjacent to electrical equipment. switch off the supply immediately to the equipment Fire Fighting apparatus shall be provided at all Power Houses, Substations, Staff,on Buildings etc., and they shall be always maintained in good working order.

(c) Any Railway servant, who may notice heavy sparking, fire, or break down on or near any overhead equipment, or Substation etc., must immediately report it to the nearest station or electrical official, for taking necessary action to protect the Electrical Equipment, and rectify the damage.

54. Register for messages: All messages relating to operation of switches, issue or permits-to-work and other important communications shall be carefully preserved for a period of atleast 6 months. A register of messages shall also be maintained showing particulars of all shut downs. such as the time when sent and the time when received, etc.,and entered in the same serial order, as they were effected. Messages when exchanged over the telephone will also be recorded, duly recording the private numbers so exchanged

55. Inspection of electrical equipment: All electrical equipments shall be inspected regularly prescribed by the Railway Administration in accordance with special instructions

56 Portable apparatus: Shall be thoroughly inspected once a month, and it shall always be maintained in good working condition. Metallic cased portable tools such as Electric drills, Soldering irons, should be efficiently connected to earth by means of a separate conductor or braiding. through a 3 pin plug. CTS cables should be used to withstand rough usage in work, shops etc. Efficient cable grips should be provided so that the internal connections are not disturbed when the cable is pulled.

57 Modifications to rules and orders: Modifications to these rules and subsequent rules or orders shall be posted conspicuously on Notice Boards or forwarded to the all concerned immediately

after receipt. Additional rules shall take the form of printed slips to be in inserted in Rule Books provided by the Railway Administration.

58.Inability to obey orders If for any reason an order cannot be carried out the person from whom it was received shall be notified as soon as possible

59. Ignorance of rules or orders not an excuse: - Ignorance of rules or orders shall not be accepted as an excuse for mistakes it shall be the duty of all members of the staff to make themselves acquainted with:

(a) Rules for safe working on Electrical Equipment.

(b) Instructions for Resuscitating in case of Electric shock.

(c) Indian Electricity Rules

(d) Departmental circulars and instructions issued from time to time

60. Working near Cables When excavations are being made adjacent to tracks and cable in an electrified area adequate precaution shall be taken for the safety of the staff and to avoid damage to underground cables. Engineering staff and others working in the electrified must use the greatest care in excavating or disturbing the ground lest damage should becaused to the underground cables Cable Markers or indicators are placed along the cable

In all electrified areas plans should be maintained indicating generally the position of the buried cables Excavation must not be undertaken in the vicinity of the cable routes until the position of the cables has been ascertained from the Electrical Department and a representative of that department is present.

***

GUARRANTEE/WARRANTEE PERIOD:

(a) For supply portion of works contract the warranty/guarantee should be covered for a minimum period of 24/30 months i.e. 24 months from date of commissioning/ 30 months from date of supply whichever is earlier, and work portion the warranty/guarantee should be covered for a minimum period of 24 months from date of commissioning/30 months from date of installation whichever is earlier **OR** the period as per approved specification in case it is higher than above.

(b) During the period of Guarantee, the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-Contractor whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses.

In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost or repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.

c) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the para aforesaid then the provision of the said Para shall also apply to the portions of the equipment on replaced or renamed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period whichever is late. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the

Contractor's risk and expense, but without prejudice to any other rights and remedies which the purchase may have against the Contractor in respect of such defects or faults.

d) The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.

e) Tenderer should submit copy of LM 79/IS: 16106 test reports for luminaire from NABL accredited laboratory and LM-80/IS: 16105 test reports for LEDs should be from accredited National/International certifying Agencies, and the LM-80 test report submitted should have the name of the firm mentioned, for having issued the same to the firm. Tenderer to submit LED chip manufacturers credentials viz., proof of supplies made to Indian lighting companies along with the bid/offer.

f) LED luminairs shall confirm to IS: 16106 / IEC: 60598, LEDs to IS: 16105 & 16108 / IEC: 62471 and Driver performance requirements to IS: 16104 / IEC: 62384 & Driver safety requirements to IS: 15885/ IEC: 61347. Firm shall submit driver performance from NABL/BIS.

g) **Tenderer should submit warranty certificates for a minimum period of Five (5) years along with the LED luminaries supply for free replacement if any defective during warranty period of 5 years.**

h) **Tenderer should submit warranty certificates for a minimum period of Five (5) years along with the BLDC Fan supply for free replacement if any defective during warranty period of 5 years.**

i) **Tenderer should submit warranty certificates for a minimum period 24 months along with the IFDs supply for free replacement if any defective during warranty period of 2 years**

j) TECHNICAL SUPPORT TO IFDs & OTHER RELATED ITEMS MENTIONED VIDE SCHEDULE ITEM NO 2 MEANS COMPREHENSIVE WARRANTY WHICH INCLUDES REPLACEMENT / PROVISION OF SPARES.

k) **Tenderer should submit warranty certificates for a minimum period of Ten (10) years along with the Smart energy meter supply for free replacement if any defective during warranty period of 10 years.**

l) **Tenderer should submit warranty certificates for a minimum period of Twenty Five (25) years along with the Solar Panels supply for free replacement if any defective during warranty period of 25 years**

Note: Security amount towards LED fittings/BLDC fans/Solar panels/Smart meters: A security deposit shall be deducted towards the supply and installation of LED fittings, BLDC fans, solar panels, and smart meters. The deducted security amount will be released upon successful completion of the applicable warranty period as mentioned above.

Improvement in Quality of Works

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 vide letter under Ref -1 above, for incorporation in all works tenders to improve the quality of works. It was also mentioned that 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 nonavailability from Got./semi-Govt. sources, other approved brand should be used if required for expeditious execution of the work.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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.

3. To improve overall quality of material and workmanship in works, a new clause (Defect Liability Clause) was issued vide Ref -2 on 24.09.2020 (Final version) to incorporate in special conditions of contract to enhance the liability of repair/replacement of defective items of work for 36 months from the date of issue of Completion certificate. This is supposed to be implemented with immediate effect including those tenders which have Page 1 of 2 File No.SCR-HQ0ENGG(SOR)/1/2020-Dy CE/WORKS/SCR been floated by issue of corrigendum. This must be implemented without any deviation in all related works.

4. 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.These guidelines are to be implemented in all new works and also to be implemented in ongoing works wherever feasible.

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Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No._____ DATED _____. ARTICLES OF

AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months

from _____ to _____ for the performance of:

(a) New Works, additions and alterations to existing structures, special repair works and supply

of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and

kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein),

AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____ Designation

Address _____ Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____ _____

Signature of witnesses with address _____

Date _____ _____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO._____, DATED _____ UNDER CONTRACT AGREEMENT

NO._____ DATED _____.

Name of Work _____ (SITE) _____

Schedule of Drawings _____

Authority_____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Standard Schedule of Rates (SSOR) of _____, updated with correction slips issued up to date of inviting tender or as therwise specified in the tender documents under Zone Contract Agreement here-in-before referred to:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)
1	*2*	*3*	*4*	*5*	*6*	*7*
					Total Approximate Value of Work = ₹ _____	

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____ for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Standard Specifications of _____ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature) Railway: Designation _____

Address _____

For President of India)

Date _____ Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____ _____

_____ _____

_____ _____

2. _____ _____

_____ _____

_____ _____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE - IV

_____ RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20_____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20___ and will maintain the said works for a period of _____Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

_____ _____

_____ _____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE-V

Reference -Para 6.1 of ITT

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I……(Name and designation)**appointed as the

attorney/authorized signatory of the tenderer,

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us**.
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and

Performance guarantee besides any other action provided in the contract including banning of business for a period of upto two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Annexure –A (A)

Reference -Para 6.1 of ITT

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

***

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – VI

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

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

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

Available Bid Capacity = [A x N x 2] – 0.33xNxB

Where,

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

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

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

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

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

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

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not

started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

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

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

President of India,

Acting through ……,

…….. Railway,

Beneficiary: ……. Railway

Date:.....

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

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority),** …….. Railway, ……., …. (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that . . . . . [**Insert name of the Bidder**]..... (**hereinafter called "the Bidder")** intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...[**Insert Name of the Bank**], with its Branch .....[**Insert Address**] having its Headquarters office at..... [**Insert Address**], hereinafter called the Bank, acting through .....[**Insert Name and Designation of the authorised persons of the Bank**], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [**Insert name(s) of authorized representatives of the Bank**], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [**Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and

unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from…….……[insert date of issue]till ……..[insert date, which should be minimum 90 days beyond the expiry of validity of Bid].

   Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

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

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

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Date …… ……

Place…….

Bank's Seal and authorized signature(s)

[Name in Block letters] ……....

[Designation with Code No.]……..……

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Annexure –VIB

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No: _____

(Seal)

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

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

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

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

(c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

(g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

(i) "Works" shall mean the works to be executed in accordance with the contract.

(j) "Specifications" shall mean the Standard Specifications for Materials &Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

(m)"Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

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

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

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

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

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

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

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

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

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all

labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

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

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

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

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

3.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

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

5. **Service of Notices on Contractors**: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent

or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

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

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below.

Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

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 percent) of the Contract Price and shall carry out works for at least 60% (sixty percent) 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, 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 percent) 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.

(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 subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation 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 authorised 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 of the 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 that the 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) The 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.

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

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

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

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

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

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

and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

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

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

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

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

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

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

available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

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

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

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

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

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

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

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

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a 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 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value **and Additional Performance Guarantee as per clause 16(4)(h)** in any of the following forms:-

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Insurance Surety Bond as per Annexure -XVII

Note:- **In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security. In any form as given above, before expiry of existing Insurance Surety Bond.**

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

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

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

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

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

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

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

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

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

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

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

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

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

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

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

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

(ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such

happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

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

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

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

17B 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 17A, 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 available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

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.

S.No.	Duration of extension of time under Clause 17B	Rate of Liquidated Damages

(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each weekor part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each weekor part of the week

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.

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification: Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices either directly or indirectly, at any stage during the procurement process or during execution or resultant contracts;

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

ii) "Fraudulent Practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) **"Anti-competitive practice":** any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) **"Coercive practice":** any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) **"Conflict of interest" (COI):** any personal financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) **"Undue Advantage**": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

vii) **"Obstructive practice":** materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

18.(2) Punitive Provisions: Without prejudice to and in addition to the rights of the procuring entity to the penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security;

b) calling off of any pre-contract negotiations; and

c) rejection and exclusion of the bidder from the procurement process

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

EXECUTION OF WORKS

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.

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

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 organisation (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.50crores, 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.

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.

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.

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 authorised, except under written instructions from the Engineer.

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.

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.

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.

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.

22.(2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

22.(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

22.(4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

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.

23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is

not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

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.

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

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

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

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

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

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

EMPLOYMENT OF ELECTRICAL ENGINEERING GRADUATES/DIPLOMA HOLDERS:

(a) The contractor shall employ the following technical staff during the execution of this work:

Sl.No	Technical Staff	Cost of work executed
1	One Engineering diploma holder	Should be kept for works more than Rs.25 lakhs to Rs.200 lakhs (2crores)
2	One Graduate Engineer	When the cost of work executed is more than Rs.200 lakhs (2 crores) above.

Technical staff should be available at site to take instructions of Engineer-in-Charge and to supervise the work in progress"

b) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 40,000/- (Rupees forty thousand only) for each month of default in case of graduate engineer and 25,000/- (Rupees twenty five thousand only) for each month of default in case of Engg. Diploma holder (overseer).

c) Insurance: The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site of work or the Contractor's offices for the purpose of carrying out the works on the site.

d) 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 amount shall be final and binding on the contractor.

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.

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'.

27.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

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

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

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

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

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

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

29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

31.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Water Supply from Railway System: 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.

31.(3) Water Supply by Railway Transport: 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.

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

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations

and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

35. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

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

(a) Provided for in the contract, or

(b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or

(c) Necessary for the safety of the works or any part thereof, or

(d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or

(e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or

(f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

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

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

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.

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

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). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

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

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the

Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

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

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

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-

(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,

(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and

(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the

contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT

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

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

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

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

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

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

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

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

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

d.(i) Quantities operated upto and including 200% 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 200% but upto 300% 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 300% 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).

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.

CLAIMS

43.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

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

MEASUREMENTS, CERTIFICATES AND PAYMENTS

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

45(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which

in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any remeasurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

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

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

(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer. The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

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

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

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false

measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to10% of claimed gross bill value.

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

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

INVOICING

(i) All invoices shall be submitted with original supporting documents or certified fee copies of supporting documents.

(ii) Quantities and measurements of works completed shall be approved by the Field supervisor, prior to the submission of invoices.

TERMS OF PAYMENT

("On account" payments):

(i) The on account payment of 70% cost for supply of items in schedule on receipt of the same from concerned SSE/EM office.

All the invoices for on-account payment shall be accompanied by the following in 3 copies:

a. Supplier's challan.
b. Inspection certificate granted by the Railway representative.
c. Certificate of receipt of materials at purchaser's depot/site, duly accepted by the field supervisor.
d. Should insure the stores till the successful commissioning of the equipment/material.
e. Submission of indemnity bond for on account payment (in case the materials are kept in the custody of contractor without erection) and for Railway supply materials in form-16.
f. Insurance to be submitted by the firm for theft & burned for supplied portion of scheduled materials at the time of on account payment (expenditure towards insurance to be borne by the firm)
g. Firm is responsible for storage of supplied materials upto fixing/laying & commissioning of the same.

(ii) The balance 30% payment will be made on successful erection, testing & commissioning of the equipments.

(iii) For the balance items 100% payment will be made on submission of bills for completed and commissioned portion of work after handing over the installations to the Railway Administration in good condition.

iv. The payment will be arranged to the contractor on submission of bills. In respect of the above claim, the following documentation is to be invariably adhered to

a. Work done statement shall be prepared by the contractor and submitted to the nominated Railway supervisor for completed portion of work for which the payment is claimed duly signed by the contractor as well as nominated Railway supervisor.

b. Based on the work done statement, measurements will be recorded in the Measurement Book (MB) by the Nominated Railway supervisor.

iii. Certified that the 20% check conducted against the work undertaken and found satisfactory (this should be done by the concerned ADEE/DEE.)

PAYING AUTHORITY:

The paying authority for this contract is Sr. Divisional Finance Manager / Hyderabad Division/Hyderabad.

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

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

46.(4) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b): Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

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

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores and having completion period above 12 months. 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).

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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

46A.3 Validity:

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

(a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

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

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

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

(I). For Civil Engineering Works

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	L_c	15	20	25	15	15	15	20	5	5	10	25
3	Steel	S_c	0	0	20	0	0	0	0	75	0	50	0
4	Cement	C_c	0	0	15	0	0	0	0	0	75	0	0
5	Plant Machinery & Spares	PM_c	35	15	0	20	20	20	30	0	0	10	30
6	Fuel & Lubricants	F_c	25	15	10	35	35	35	15	5	5	10	20
7	Other materials	M_c	10	15	15	15	15	15	20	0	0	5	10
8	Detonators & Explosive	E_c	0	20	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

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

3B Item(s) for supply of Steel

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

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

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

4 Tunnelling Works (With explosives)

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

4B Item(s) for supply of Steel

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

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

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

5 Building Works

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

5B Item(s) for supply of Steel

5C Item(s) for supply of Cement

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

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

6 Bridges & Protection work

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

6B Item(s) for supply of Steel

6C Item(s) for supply of Cement

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

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

7 Permanent Way linking

8 Platform, Passenger Amenities

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

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

8C Item(s) for supply of Cement Item

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

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

9 Any Other Works not covered in Classification 1 to 8

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

9B Item(s) for supply of Steel

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

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

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

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

(i) $L = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (LQ - LB) \times LC}{LB \times 100}$

(ii) $M = \frac{(W \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (MQ - MB) \times MC}{MB \times 100}$

(iii) $F = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (FQ - FB) \times FC}{FB \times 100}$

(iv) $E = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (EQ - EB) \times EC}{EB \times 100}$

(v) $PM = \frac{(W \text{ or } WS \text{ or } WC \text{ or } WSF \text{ or } WF \text{ or } WSFL \text{ or } WFL) \times (PMQ - PMB) \times PMC}{PMB \times 100}$

(vi) $S = \frac{(W \text{ or } WS \text{ or } WSF) \times (SQ - SB) \times SC}{SB \times 100}$

(vii) $C = \frac{(W \text{ or } WC) \times (CQ - CB) \times CC}{CB \times 100}$

(II) For Railway Electrification Works:

(viii) $T = [0.4136 \times (CQ - CB) / CB] \times 85$

(ix) $R = [0.94 \times (RT - RO) / RO + 0.06 \times (ZT - ZO) / ZO] \times 85$

(x) $N = [(PT - PO) / PO] \times 85$

(xi) $I = [(IT - IO) / IO] \times 85$

(xii) $G = [(MQ - MB) / MB] \times 85$

(xiii) $Er = [(LQ - LB) / LB] \times 85$

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials

F Amount of price variation in Fuel

E Amount of price variation in Explosives

PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L_C	% of Labour Component in the item(s)
M_C	% of Material Component in the item(s)
F_C	% of Fuel Component in the item(s)
E_C	% of Explosive Component in the item(s)
PM_C	% of Plant, Machinery and Spares Component in the item(s)
SC	% of Steel Supply item Component in the item(s)
C_C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under WS or/and WC or/and WSF or/and WF or/and WSFL or/and WFL and cost of materials supplied by Railway either free or at fixed rate,
W_S	Gross value of work done by Contractor for item(s) of supply of steel.
W_C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W_{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W_F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W_{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W_{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

L_B Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period

L_Q Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

M_B Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period

M_Q Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration

F_B The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the base period

F_Q The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the 3 months of the quarter under consideration

E_B Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.

E_Q Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.

PM_B Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the base period.

PM_Q Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.

S_B The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.

S_Q The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.

C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period

C_Q No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration

R_T IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.

R_O IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.

P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.

P_O IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.

Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material

Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender

I_T RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material

I_O RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

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

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

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

INTGTESTSIG = Value of integrated testing and commission for signaling works of the Railway project;

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

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

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

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

(i) VSIGWK = 0.85 SIGWK x [PELEX x (ELEXi – ELEXo)/ ELEXo + POFC x (OFCi – OFCo)/OFCo + PLB x (LBi – LBo)/LBo + POTH x (OTHi - OTHo)/OTHo + S30C x (P30Ci – P30Co)/ P30Co + S24C x (P24Ci – P24Co)/ P24Co + S19C x (P19Ci – P19Co)/ P19Co + S12C x (P12Ci – P12Co)/ P120Co + S9C x (P9Ci – P9Co)/ P9Co + S6C x (P6Ci – P6Co)/ P6Co + S4C x (P4Ci – P4Co)/ P4Co + S2C x (P2Ci – P2Co)/ P2Co + S12C2.5 x (P12C2.5i – P12C2.5o)/ P12C2.5o + S2C2.5 x (P2C2.5i – P2C2.5o)/ P2C2.5o + S2C25 x (P2C25i – P2C25o)/ P2C25o + QC x (PQCi – PQCo)/ PQCo;

(ii) VINVSIG = 0.85 SIGWK x [PELEX x (ELEXi – ELEXo)/ ELEXo + POTH x (OTHi - OTHo)/OTHo];

(iii) VINTGTESTSIG = 0.85 INTGTESTSIG x [PLB x (LBi – LBo)/LBo + POTH x (OTHi- OTHo)/OTHo];

(iv) VCOMWK = 0.85 COMWK x [PELEX x (ELEXi – ELEXo)/ ELEXo + POFC x (OFCi – OFCo)/OFCo + PLB x (LBi – LBo)/LBo + POTH x (OTHi - OTHo)/OTHo + S30C x (P30Ci – P30Co)/ P30Co + S24C x (P24Ci – P24Co)/ P24Co + S19C x (P19Ci – P19Co)/ P19Co + S12C x (P12Ci – P12Co)/ P120Co + S9C x (P9Ci – P9Co)/ P9Co + S6C x (P6Ci – P6Co)/ P6Co + S4C x (P4Ci – P4Co)/ P4Co + S2C x (P2Ci – P2Co)/ P2Co+ S12C2.5 x (P12C2.5i – P12C2.5o)/ P12C2.5o + S2C2.5 x (P2C2.5i – P2C2.5o)/ P2C2.5o + S2C25 x (P2C25i – P2C25o)/ P2C25o + QC x (PQCi – PQCo)/ PQCo+ PCEQP x (CEQPi – CEQPo)/CEQPo];

(v) VINVCOM = 0.85 SIGWK x [PELEX x (ELEXi – ELEXo)/ ELEXo + PCEQP x (CEQPi – CEQPo)/CEQPo + POTH x (OTHi - OTHo)/OTHo]; and

(vi) VINTGTESTCOM = 0.85 INTGTESTCOM x [PLB x (LBi – LBo)/LBo + POTH x (OTHi - OTHo)/OTHo].

Where

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

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

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

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

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

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in subparagraph (h); PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQPo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called "WPI") for communication equipment for the month of the Base Month;

CEQPi = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEXo = The WPI for electronics for the month of the Base Month;

ELEXi = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signaling cable

P30Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P24Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signaling cable

P24Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P19Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signaling cable

P19Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P12Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signaling cable

P12Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P9Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signaling cable

P9Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P6Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signaling cable

P6Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P4Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signaling cable

P4Co = Price per Km of cable as per purchase order/ Contract agreement.

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

P2Ci = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signaling cable

P2Co = Price per Km of cable as per purchase order/ Contract agreement.

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

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

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

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

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

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

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

P2C25i = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signaling cable

P2C25o = Price per Km of cable as per purchase order/ Contract agreement.

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

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

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

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

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

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

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

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

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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

Works / Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	_	***%	***%	_
Communication Equipment (PCEQP)	_	_	_	***%	***%	_
Optical Fibre Cable (POFC)	***%	_	_	***%	_	_
30C x 1.5 sq mm signalling cable(S30C)	***%	_	_	***%	_	_
24C x 1.5 sq mm signalling cable (S24C)	***%	_	_	***%	_	_
19Cx 1.5 sq mm signalling cable (S19C)	***%	_	_	***%	_	_
12C x 1.5 sq mm signalling cable (S12C)	***%	_	_	***%	_	_
9C x 1.5 sq mm signalling cable (S9C)	***%	_	_	***%	_	_
6C x 1.5 sq mm signalling cable (S6C)	***%	_	_	***%	_	_
4C x 1.5 sq mm signalling cable (S4C)	***%	_	_	***%	_	_
2C x 1.5 sq mm signalling cable (S2C)	***%	_	_	***%	_	_
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	_	_	***%	_	_
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	_	_	***%	_	_
2C x 25 sq mm signalling cable (S2C25)	***%	_	_	***%	_	_
0.9 mm dia, 6Quad cable (QC	***%	_	_	***%	_	_
Labour (PLB)	***%	_	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signaling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

Pi= Po+CuF (Cu-Cuo) + CCFcu(CC-CCo) + FeF (Fe-Feo)

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

Pi= Po+CuF (Cu-Cuo) + AlFcu(Al-Alo) + CCFcu (CC-Cco) + FeF (Fe-Feo)

For Aluminium Power Cables:

Pi= Po+AlF (Al-Alo) + CCFAl(CC-CCo) + FeF (Fe-Feo)

Where,

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

Po= Price per KM of cable as per Purchase order.

CuF= Variation factor for Copper

Cuo= Price of copper Rod in Rs. Per MT

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

CCo= Price of PVC Compound in Rs. Per MT

AlF= Variation factor for Aluminium

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

CCFAl = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

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

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

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

CC= Price of PVC Compound in Rs. Per MT.

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

Per MT.

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

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Underground Railway Signalling Cable unscreened and armoured copper conductor

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

P30Ci=P30Co+0.391(Cu-Cuo) +0.557(CC-CCo) +0.425(Fe-Feo)

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

(ii) Size 24C x 1.5 sq.mm

P24Ci= P24Co+0.313(Cu-Cuo) + 0.481 (CC-CCo) +0.398(Fe-Feo)

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

(iii) Size 19C x 1.5 sq.mm

P19Ci= P19Co+0.248(Cu-Cuo) + 0.395(CC-CCo) +0.343(Fe-Feo)

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

(iv) Size 12C x 1.5 sq.mm

P12Ci=P12Co+0.157(Cu-Cuo) + 0.277(CC-CCu) +0.289(Fe-Feo)

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

(v) Size 9C x 1.5 sq.mm

P9Ci= P9Co+0.117(Cu-Cuo) +0.241(CC-CCu) +0.383(Fe-Feo)

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

(vi) Size 6Cx 1.5 sq.mm

P6Ci= P6Co+0.078(Cu-Cuo) +0.199(CC-CCu) +0.329(Fe-Feo)

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

(vii) Size 4Cx1.5 sq.mm

P4Ci=P4Co+0.052(Cu-Cuo) +0.152(CC-CCo) +0.277(Fe-Feo)

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

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

P2Ci= P2Co+0.073(Cu-Cuo) +0.156(CC-CCo) +0.3(Fe-Feo)

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

(ix) Size 12C x 2.5 sq.mm

P12C2.5i= P12C2.5o+0.282 (Cu-Cuo) +0.371 (CC-CCo) +0.342 (Fe-Feo)

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

(x) Size 2C x 2.5 sq.mm

P2C2.5i= P2C2.5o+0.047 (Cu-Cuo) +0.139 (CC-CCo) +0.277 (Fe-Feo)

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

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

P2C25i= P2C25o+0.146 (Al-Alo) +0.303 (CC-CCo) +0.306 (Fe-Feo)

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

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

PQCi = PQCo + 0.135 (Al-Alo) + 0.139 (Cu-Cuo) + 0.515 (CC-Cco) + 0.693 (FeFeo).

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

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

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

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

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

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

46A.10 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract.

However, where extension of time has been granted due to Contractor's failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

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.

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

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.
The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the

provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51-A. Production of Vouchers etc. by the Contractor:

(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

(iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

52. **Withholding and Lien in Respect of Sums Claimed**: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the

Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

(i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

53. **Signature on Receipts for Amounts**: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

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

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any

work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

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

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

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

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

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

55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his subcontractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

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

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

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

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

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

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

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

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or

Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

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

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

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

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

57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

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

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

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

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

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

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

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

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

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

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

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

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, 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.

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

60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

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

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

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of

approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

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

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

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

If the Contractor should:

(i) Becomes bankrupt or insolvent, or

(ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or

(iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or

(iv) Have an execution levied on his goods or property on the works, or

(v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or

(vi) Abandon the contract, or

(vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or

(viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or

(ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.

(x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.

(xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or

(xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or

(xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or

(xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.

(xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.

(xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer Then and in any of the **said Clause,** the Engineer on behalf of the Railway may serve the Contractor

with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

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

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor.

The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm

shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

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

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

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

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

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

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

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor’s

representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5),39.1, 39.2, 40A,43(2), 45(i)(a), 55, 55-A(5), 57, 57A,61(1), 61(2),62(1), 63(iv) and 63.2.11of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

64.(1) : Demand for Arbitration:

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

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

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

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

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

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

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

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

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

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

64.(3) : Appointment of Arbitrator:

64.(3)(a) : The Arbitral Tribunal (AT) shall consist of a panel of three arbitrators. Each party shall be required to provide a list of two arbitrators each. The arbitrators shall be termed as 'Primary' and 'Standby' in order of preference, with 'Primary' being higher preference than 'Standby'. The arbitrators proposed by the contractor, shall be referred in that order as "Primary Contractor Nominee Arbitrator" and "Standby Contractor Nominee Arbitrator". The arbitrators proposed by Railway, shall be referred in that order as "Primary Railway Nominee Arbitrator" and "Standby Railway Nominee Arbitrator". "Primary Contractor Nominee Arbitrator" and "Primary Railway Nominee Arbitrator" shall be deemed as nominated to the AT. The "Standby Contractor Nominee Arbitrator" and "Standby Railway Nominee Arbitrator" shall be automatically nominated on the AT only if the respective primary nominated arbitrator of the nominating party withdraws from office or is unable to act as arbitrator for any reason. It is hereby clarified that the "Standby Contractor Nominee Arbitrator" and "Standby Railway Nominee Arbitrator" shall not be acting as arbitrators in the AT until the respective primary arbitrator withdraws from office or is unable to act as arbitrator for any reason.

Contractor can recommend his two nominees (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) 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 demand for arbitration by the General Manager/Additional General Manager.

For Railways, the GM/AGM of that Railway Unit shall approve the two Railway nominations (primary as well as standby)

64.(3)(a)(i): If contractor wants to choose his nominees from Railway panel, the Railway will send complete panel 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 provide to General Manager/Additional General Manager 2 names (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) out of the panel for appointment as Contractor's nominees within 30 days from the date of dispatch of the request by Railway. The railway panel shall be provided free of cost to the contractor.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

64.(3)(a)(ii): If contractor wants to choose his nominees from Indian Council of Arbitration panel, Contractor will provide 2 names of Arbitrators (Primary Contractor Nominee Arbitrator and Standby Contractor Nominee Arbitrator) from the ICA panel for appointment as Contractor's nominees within 30 days from the date of dispatch of the request by Railway. 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. Contractors may propose any arbitrator from the ICA panel having experience in construction contracts.

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/arbitrators.

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.

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

64.(3)(b): Upon receiving the nomination of the nominee arbitrators from both the parties, the General Manager/Additional General Manager shall issue a 'Notice of Nomination of Two Arbitrators' (in the format specified in Annexure-XVII) to both the parties, the nominated arbitrators and standby arbitrators. The notice shall also indicate the details of the standby nominee arbitrators of the respective parties and shall state that the standby arbitrator shall automatically be nominated on the AT, only if the respective primary arbitrator withdraws from office or is unable to act as arbitrator for any reason. Two selected arbitrators are free to select presiding arbitrator (3rd arbitrator) within thirty (30) days from the date of issue of 'Notice of Nomination of Two Arbitrators'. The presiding arbitrator may be selected from approved panel of Railways or approved panel of Indian Council of Arbitration (as per mutual agreement). General Manager/Additional General Manager shall issue the notice of appointment (Annexure-XVIII) of the Arbitral Tribunal within 15 days from the receipt of the names of all the three arbitrators.

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, the respective standby arbitrator gets automatically nominated to the AT. The Presiding Arbitrator shall issue an order to this effect within fifteen (15) days from the date of such event. The order shall formally record the substitution and notify both parties accordingly. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

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

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

64.3(c)(iii): (i) Qualification of Railway 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) Other qualifications shall be as per Para-706 of Indian Railways Vigilance Manual with latest amendments from time to time.

(ii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a), 6a.(3)(a)(i),6a.(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.

64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences.

A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. The fee of the arbitrators, whether appointed from the Railway panel or from the Indian Council of Arbitration (ICA) panel, 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.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 17B
Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

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

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – VIIA

(Reference Clause 40(A)

Registered Acknowledgement Due

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK

_____ RAILWAY

(Without Prejudice)

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____

In connection with _____ In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____

_____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General onditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – VIIB

(Reference Clause 40(A)
Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED
_____ RAILWAY
(Without Prejudice)

To
M/s _____
_____
Dear Sir,
Contract Agreement No. _____
In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.
   As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no….. dated …..., wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:
   (List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)
2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.
3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.
4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.
5. The Contract value gets reduced to Rs……..:
6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.
   Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number_____
   (b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
   Residing at _____
4. Sex _____
5. Residence:
   _____
6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
   I certify that I have personally examined (name) _____who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

   I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9. Reasons for :
   (a) Refusal to grant certificate, or _____
   (b) Revoking the certificate _____

Signature or left hand
Thumb impression of the person examined.
Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – IX

(Reference Clause 62. (1)
Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)
_____ RAILWAY
(Without Prejudice)

To
M/s _____
_____
Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – X

Reference Para 62(1)
Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ RAILWAY

(Without Prejudice)

To
M/s _____
_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – XI

Reference Para 62.(1)
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
_____ RAILWAY
(Without Prejudice)

No. _____ Dated _____

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK…….
(DETAILS OF PART OF WORK TO BE MENTIONED)
_____ RAILWAY

(Without Prejudice)

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – XIII

Reference Para 62.(1)
Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK…….
(DETAILS OF PART OF WORK TO BE MENTIONED)
_____ RAILWAY
(Without Prejudice)

No. _____ Dated _____

To

M/s _____

_____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

2. Your above part of work in contract …….(details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____dated ____for the performance _____herein after called the 'Principal Agreement'.

3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the Final Bill bearing voucher No._____ dated_____of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

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

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

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

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

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

And whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No….. to Page No…. of Measurement Book No…….and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

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

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

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

Signature of the Contractor/s for and on behalf of the President of India

Witnesses

_____

ADDRESS:_____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE-XV

Reference Para 64.3 & 64.6

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

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

Brief of claim:

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

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

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

Signature of Claimant_____ Signature of Respondent _____

Agreement under Section 31(5)

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

Signature of Claimant_____ Signature of Respondent_____

*Strike out whichever not applicable.

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE-XVI

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

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

   Or

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

   Or

   I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

   Or

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

***

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

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

ANNEXURE-XVII
Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting

through……..,

……

Railway.

Date:……...

……

Surety Bond No:…….... Issue Date:……

Amount of Bond:..... Expiry Date:.....

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

AND

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

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** contactor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

---

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 Contactor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or maybe 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 fulfillment 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, not withstanding 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 Debt or of the Railway.

Not with standing anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXX Only).**

b. This Surety Bond shall be valid up to **XXXX** *(being the date of expiry);*

c. Unless the bank is served a written claim or demand on or before **XXXX** *[date of expiry*] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigenera1.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.]

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Annexure-XVII

Reference Clause 64. (3)

Notice of Nomination of Two Arbitrators under Clause 61(3Xb) of Indian Railways General Conditions of Contract

---

(Name of the Railway Unit)

_____
_____
_____

(Address of GM Office of the Railway Unit)

No.:

Date:DD.MM.YYYY

M/s_____
_____
_____

(Name and Address of the Contractor)

Dear Sir,

Sub:	Nomination of Two Arbitrators- Agreement No_____dated_____.
Ref:	(l) Termination of mediation/conciliation/DAB proceedings communicated vide letter No._____ dated _____. (2) Your letter No._____ dated_____ forwarding the nomination of arbitrators.

WHEREAS disputes have arisen under Agreement No._____ dated _____ between your firm and this Railway Unit;

2. AND WHEREAS an attempt was made to resolve the dispute through mediation/conciliation, DAB, which remained unsuccessful and the mediation/ conciliation /DAB proceedings now stand terminated, as communicated vide ref.(l);

3. AND WHEREAS. in accordance with the terms of the said agreement and the applicable provisions of the Arbitration and Conciliation Act, 1996, it has now become necessary to constitute the Arbitral Tribunal;

4. AND WHEREAS vide your letter cited at ref. (2), you have requested initiation of arbitration and nominated your arbitrators;

5. NOW, THEREFORE, it is hereby informed that the following individuals have been nominated as Arbitrators by the respective parties:

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Primary Railway Nominee Arbitrator	Primary Contractor Nominee Arbitrator
Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____	Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____

6. ln addition to the above, the following individuals have been nominated as standby arbitrators by the respective parties:

Standby Railway Nominee Arbitrator	Standby Contractor Nominee Arbitrator
Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____	Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____

7. The claims and counter-claims submitted by the parties, along with the self-declarations submitted by the nominated arbitrators (including both the standby arbitrators), are enclosed herewith. It is confirmed that both the Railway Nominee Arbitrators have been nominated after due verification to ensure that the officers have not previously dealt with or expressed any opinion on the issues under dispute.

8. The nominated arbitrators shall, within 30 days from the date of this notice, nominate the Presiding Arbitrator

9. The standby arbitrator nominated by a party, shall be automatically nominated on the Arbitral Tribunal of that party, if the corresponding primary arbitrator withdraws from office or is unable to act as arbitrator for any reason. Upon such nomination, any party can raise objection to such nomination within 15 days. It is hereby clarified that the "standby Contractor Nominee Arbitrator" and "Standby Railway Nominee Arbitrator" shall not be acting as arbitrators in the Arbitral Tribunal until the respective primary arbitrator withdraws from office or is unable to act as arbitrator for any reason.

10. You are requested to take note of the above nominations and co-ordinate further with the nominated arbitrators to facilitate the constitution of the Arbitral Tribunal. The arbitration proceedings shall formally commence upon constitution of the full tribunal. All concerned are advised to extend necessary co-operation to ensure timely and effective conduct of arbitration in accordance with the provisions of the contract and the Arbitration and Conciliation Act, 1996

Yours Faithfully,

(Name and Designation of the Officer)

Copy to:
(1) Primary Railway Nominee Arbitrator - for information and further coordination
(2) Primary Contractor Nominee Arbitrator - for information and further coordination
(3) Standby Railway Nominee Arbitrator - for information
(4) Standby Contractor Nominee Arbitrator - for information.
(5) _____(Office of the concerned Department of Railway) .

***

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

Annexure-XVIII

Reference Clause 64. (3)

Notice of Nomination of Two Arbitrators under Clause 61(3Xb) of Indian Railways General Conditions of Contract

---

(Name of the Railway Unit) _____

_____

_____

(Address of GM Office of the Railway Unit)

No.:

Date: DD.MM.YYYY

M/s_____

_____

_____

(Name and Address of the (Contractor)

Dear Sir,

Sub:	**Notice of formation of the arbitral Tribunal- Agreement No._____date_____**
Ref:	GM/AGM/_____ (Railway Unit) letter No._____ dated_____ notifying the nomination of two arbitrators

WHEREAS disputes have arisen under Agreement No._____ dated_____ between your firm and this Railway Unit;

2. AND WHEREAS both parties have nominated the following persons as their respective primary arbitrators in accordance with the arbitration clause under the said agreement and the provisions of the Arbitration and Conciliation Act, 1996;

Primary Railway Nominee Arbitrator	**Primary Contractor Nominee Arbitrator**
Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____	Shri/Smt._____ Address: _____ Contact Details (Mobile number and email id): _____

3. AND WHEREAS, the nomination of the aforesaid two arbitrators has been duly informed by this office vide ref. above;

4. AND WHEREAS, in accordance with the applicable procedure. the above-named arbitrators have mutually appointed the following Presiding Arbitrator;

Presiding Arbitrator
Shri/Smt_____ Address:_____ Contact Details (Mobile number and email id)_____

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

5. AND WHEREAS he declarations confirming willingness. eligibility, and disclosure of current arbitral engagements have been received from all arbitrators as per the prescribed format:

6. NOW, THEREFORE, it is hereby informed that the Arbitral Tribunal, consisting of the following members, stands duly constituted as of the date of this notice.

Primary Railway Nominee Arbitrator	**Primary Contractor Nominee Arbitrator**	**Presiding Arbitrator**
Shri/Smt._____ Address _____ Contact Details (Mobile number and email id) _____	Shri/Smt._____ Address _____ Contact Details (Mobile number and email id) _____	Shri/Smt._____ Address _____ Contact Details (Mobile number and email id) _____

7. The declarations submitted by each member of the Tribunal in the prescribed format are enclosed herewith.

8. General Manager/Additional General Manager hereby invites objections, if any, to the nomination of any of the arbitrators, on grounds of lack of independence, impartiality, or ineligibility. Such objections shall be submitted in writing, by any party, within fifteen (15) days from the date of issuance of this notice. Failure to raise any objection within the stipulated period shall be deemed as acceptance of the constitution of the Tribunal.

9. The Tribunal shall proceed further in accordance with the provisions of the contract and the Arbitration and Conciliation Act, 1996.

Yours Faithfully,

(Name and Designation of the Officer)

Copy to:
(1) Primary Railway Nominee Arbitrator - for information and further coordination
(2) Primary Contractor Nominee Arbitrator - for information and further coordination
(3) Standby Railway Nominee Arbitrator - for information
(4) Standby Contractor Nominee Arbitrator - for information.
(5) _____(Office of the concerned Department of Railway).

***

****

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – A

PROFORMA

ENGINEERING ORGANIZATION AVAILBLE ON HAND

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED).

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – B

PLANT & MACHINERY AVAILABLE ON HAND

Sl. No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE

Sl. No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

3 PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE

Sl. No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	if to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE - C

LIST OF COMPLETED WORKS BY THE TENDERER :							
Sl.No	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway Works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE - D

LIST OF WORKS ON HAND WITH THE TENDERER:

Sl.No	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway Works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE – 'E'

EXPERIENCE CERTIFICATE

Sl. No.	Work Details	Details
1	Name of work	
2	Agreement Number, date and Name of the Agency.	
3	Agreement value in Rupees (in words and figures).	
4	Due date of completion	
5	Number of Extensions granted	
6	Actual date of completion of Work	
7	Value of Final Bill if passed (in words).	
8	Work completed but Final measurements not recorded a) Amount paid so far as in CC.BillNo.	
9	Work completed, Final measurements recorded with negative variation a) Amount so far paid as in CC.Bill No.	
10	Work completed, if final measurements recorded with positive variation which is not sanctioned yet a) Original agreement value or last sanctioned agreement value whichever is lower	

Note:

1) This certificate in this Performa is to be issued only for Physically **Completed Works.**
2) This certificate is to be issued by an officer not below the rank of JA Grade or Bill passing officer in Railways and Bill passing officer/executive In-charge of work in other government department/Govt. bodies/ Public sector under taking. The certificate should bear the signature and seal of the issuing officer, name of the department etc.

Signature :
Name of the officer :
Designation :
Address :
Office Seal :
Phone/Fax No :
Date :

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE– F

CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD

TO WHOME SO EVER CONCERNED

We_____, are the Auditors for the Firm_____ since last_____(many) years. On the strength of the above association we are issuing this certificate to the firm on the Annual Contractual Turnover during the **last three Audited Financial Years** as per Audited Balance Sheets.

It is further certified that the advances or loans taken by the firm in connection with execution of works is not reflected in the contractual receipts from works contracts indicated below.

SL	Financial year	Receipts reflected in Audited Balance sheets in P&L account (Rs.)	Contractual Receipts from Works Contracts (Rs)	Remarks (if any)
(1)	(2)	(3)	(4)	(5)

Signature :-

Name of CA :-

Address :-

Office Seal :-

Phone No :-

e-mail :-

Date :-

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE- Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE-"G"

TENDERER'S INFORMATION

The tenderer shall furnish the following information:

1 *Name of the contractor/Firm*& Full Address :
(copy of proof of address should be enclosed)

2. For contact purpose:
(i) Mobile No. :
(ii) Land Phone
(a) Office :
(b) Residence :
(iii) Fax No. :
(iv) *e*-mail address :

3. (i) Bank Account Nos. :
(ii) Current Account Nos. :
(iii) Name of the Bank with address :
(iv) Code of the Bank :
(To arrange contractual payments through Electronic Fund Transfer System)

4. GST No. :

5. Partnership deed should be enclosed, :
if it is not a proprietary firm. :

6. License No., under contract Labour :
(Regulation and abolition Act 1970 or Building and Other Construction Works Act (BOCW) from Ministry of Labour, if applicable. Specify the reasons if not applicable. (copy should be enclosed).

7. EPF Code No. :
(Copy of Registration to be enclosed)

8. ESI : Code No.
(Copy of Registration to be enclosed) :

Station:
Date:

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER(S):

Tender No. 42-PA-26-27-Sr.DEE-M-HYB

Name of the work: Hyderabad Division: 1) New MMTS station buildings at DQR and improvements to existing station building at AMQ and prov/repairs of toilets at AMQ & DYE-Electrical arrangements 2) SC-DHNE Section: Proposed improvement to Approach Road and provision of COP with 32 Mtrs in length to cover the full width of PF no.1 at Falaknuma Railway Station- Electrical arrangements.

ANNEXURE-"H"

NEFT / RTGS

MANDATE FORM

1.	Name of City	
2.	Bank Code No.	
3.	Bank's Name	
4.	Branch Address	
5.	Branch Telephone / Fax No.	
6.	Contractor's Account No.	
7.	Type of Account	
8.	IFSC Code for NEFT	
9.	IFSC Code of RTGS	
10.	Contractor's Name as per Account	
11.	Telephone No. of Contractor with STD code	
12.	Contractor's E-mail ID, if any	

SIGNATURE OF THE TENDERER (S):
NAME OF THE TENDERER(S):

***