EAST CENTRAL RAILWAY

[SIGNAL & TELECOM CONSTRUCTION ORGANISATION]

START OF TENDER DOCUMENT

of

e-Tender Document

*E-Tender No.***SnT-C-157**

Name of the Work:- Shifting of S&T Gears and Other Signalling & Telecommunication Installations Near Level Crossing (L.C.) Gate No. 104 and Damodar Road Over Bridge (ROB) at Muzaffarpur Station in Connection with the Doubling Work of the Muzaffarpur–Sagauli Section of East Central Railway.

Office of the Chief S&T Engineer/Construction/ECR/MHX/PATNA

Signature Not Verified
Digitally signed by RAJNISH KUMAR
Date: 2026.11.11 15:29:31 IST
Reason: IREPS-CRIS
Location: New Delhi

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EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXED DOCUMENT TO THE e-Tender Document

Of

E-Tender No. **SnT-C-157**

Name of the Work:- Shifting of S&T Gears and Other Signalling & Telecommunication Installations Near Level Crossing (L.C.) Gate No. 104 and Damodar Road Over Bridge (ROB) at Muzaffarpur Station in Connection with the Doubling Work of the Muzaffarpur–Sagauli Section of East Central Railway.

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1	Top Sheet
2	Instruction to Tenderer
3	Eligibility Criteria & Similar Nature of work
4	General Condition of Contract-2022
5	Special Condition of contract for S&T
6	Required others Annexure/Format

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TOP SHEET

1.	e- Tender No.	**SnT-C-157**
2.	Bidding System.	**Open e-Tender**
3.	Name of Work:	**Shifting of S&T Gears and Other Signalling & Telecommunication Installations Near Level Crossing (L.C.) Gate No. 104 and Damodar Road Over Bridge (ROB) at Muzaffarpur Station in Connection with the Doubling Work of the Muzaffarpur–Sagauli Section of East Central Railway.**
4.	Approximate Value of Tender	**As Per Published NIT**
5.	Cost of Tender Document **(As per Para -3 of Part-I of GCC 2022)**	**NIL**
6.	Bid security As per GCC-2022 Para 5 (2).	**As Per Published NIT**
7.	Payment of Bid Security	The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** of GCC 2022 (i.e. chapter 4) and shall be valid for a period of 90 days beyond the bid validity period. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bid).**
8.	Dy. Chief Signal & Telecom Engineer [Con] Unit	Dy Chief Signal & Telecom Engineer/Construction/North-II/E. C. Railway, Mahendrughat, Patna
9.	Chief Signal & Telecom Engineer [Con] Unit	Chief Signal & Telecom Engineer/Con/North/E. C. Railway, Mahendrughat, Patna.
10.	Permissibility of Participation of Joint Venture Firms	~~**Applicable**~~**/Not Applicable**. **(Applicable only for NIT value above 10 Cr)**
11.	Applicability of Price Variation Clause (PVC) of GCC 2022	~~**Applicable**~~**/Not Applicable**. **(Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores).**
12.	Eligibility Criteria & Similar Nature of work	Mentioned in Para 2 of Chapter 3
13.	Completion period	**04 (Four) Months.**
14.	Mobilization advance (Above 50 Cr)	Not applicable.
15.	Estimate No. and Allocation No.	Estt.No.36/CAO/CON/ECR of 2016-17 [Muzaffarpur - Sugauli (100.6 KM) Double Line Work]. Allocation – CAP (20-1577-03) PB Item No. 66 of 2026-27. UWID No.030415161001
16.	Location of work [Dist/State]	**Muzaffarpur (Bihar)**
17.	Special Instructions, if any	As per Chapter 5 (SCC for S&T)
18.	Date and Time of closing	**As per NIT**
19.	Postal Address for correspondence	**Office of the Dy Chief Signal & Telecom Engineer/Con/North-II/ East Central Railway, Mahendrughat, Patna** **(Email ID - dycstec2northmhx@gmail.com** **or,** **Chief Signal & Telecom Engineer/Con/North, East Central Railway, Mahendrughat, Patna**

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EAST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

INSTRUCTIONS TO TENDERER[S]

2.1All mandatory fields marked with [*] have to be filled in by the bidders.

2.1.1The E-Tender document shall consist of: -

a) Annexed Document to the Tender Document which includes [i] Top Sheet [Chapter-1], [ii] Instructions to Tenderer[s] [Chapter-2], [iii] Eligibility Criteria [Chapter-3], [iv] General Conditions of Contract [Chapter-4], [v] Special Conditions of Contract for S&T [Chapter-5] [vi)Annexure/Format [Chapter-6], and [vii] Schedule of work Items in separate document [chapter-7]
b) Indian Railways Standard General Conditions of Contract 2022 with correction slips up to the date of inviting of tender or otherwise specified in the tender document.
c) USSOR of E. C. Railway-2012 & USSOR specifications with correction slips up to the date of inviting tender or as otherwise specified in the tender documents. (Not for S&T)
d) Techno- Commercial Offer Form.
e) Financial Offer Form.

2.1.2 Before submitting the offer, please read carefully complete e-tender document including Instructions to Tenderers, Indian Railways Standard General Conditions of Contract-2022 with correction slips up to the date of inviting tender or as otherwise specified in the tender documents on the web site www.ireps.gov.in.

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 of quantities etc., forming part of the tender/ contract, the following shall be the order of precedence:

i. Letter of Award/Acceptance (LOA).
ii. Bill(s) of Quantities.
iii. Special Conditions of Contract
iv. Technical Specifications as given in tender documents
v. Drawings
vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
vii. CPWD Specifications 2022 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
viii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction Slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
ix. Indian Railways Unified Standard Specifications (Works and Material) updated with correction slips issued up to date of inviting of 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.

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3.1 General Conditions of Contract, Special Conditions of Contract, Additional Special Conditions of Contract i.e. Technical Conditions etc. as available on the page of East Central Railway [Construction] on the web site www.ireps.gov.in.

2.2 Your digital signature on the e-tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents referred in para 3.0 above as well as schedule of tender consisting of techno-commercial offer form [including special conditions attached to E-Tender] and financial offer form, unless specific deviation is quoted in the techno-commercial offer form.

2.3 In respect of e-tendering, payment of Bid Security will be accepted according to GCC – 2022 with latest amendment only.

Note:- Fixed Deposit Receipt [FDR] will not be accepted as Bid Security for tenders invited on IREPS [e-tender portal].

2.4 The e-bid submitted without requisite Bid Security Deposit in appropriate form will be summarily rejected.

2.5 Time of availability of tender document on website: www.ireps.gov.in is divided into two parts viz, Advertisement period and offer submission period as detailed below: -

a) Advertisement Period: -Time during which all information pertaining to tender shall be available but offers cannot be submitted.

b) Offer submission period:- Fifteen days prior to opening of tender, during which tenderer can submit their offer.

The prospective renderers are advised to revisit the website www.ireps.gov.in within advertisement period to look for any changes/corrigenda issued for the tender. In the offer submission period, no any changes will be issued for the tender.

2.6 No Manual Offers sent by Post/FAX or in person shall be accepted against such e-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall not be considered also. All such manual offers shall be considered as in-valid offers and shall be rejected summarily without any consideration.

2.7 E-tender is not transferable and the same is to be submitted with digital signature by the pre- authorized personnel of the tenderer, already registered with the site.

2.8 If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.

2.9 The on-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/ delayed tenders.

2.9 (i) In case of Two Packet of bidding, after scrutinizing the Techno-Commercial offer and short listing the tenderer, the Financial Bid shall be opened on a subsequent date only for those tenderers who will be qualifying Techno-Commercial Offers as per eligibility/qualifying criteria laid down. The date of opening of Financial Bid will be advised online. The Railway's decision in this regard will be final.

2.10 Documents to be submitted along with tender: GCC April-2022. (Para. 14)

(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) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as

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a member of the partnership firm or JV in which he was/is a partner/member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in clause 10 of GCC, 2022.

(b) HUF:

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

(ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of opening of bids, eitherin individual capacity or as a member of the partnership firm or JV in which HUF was/is a partner/ member. Concealment/wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in clause 10 of GCC,2022.

(c) Partnership Firm:

(i) The tenderer shall submit all documents as mentioned in GCC-2022 Chapter-4 of the Tender document.

(ii) Joint Venture (JV): The tenderer shall submit all documents as mentioned in GCC- 2022 Chapter-4 of the Tender document.

(d) Company registered under Companies Act 2013:

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

(ii) A copy of Certificate of Incorporation

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

(iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was/ is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 of GCC,2022.

(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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determination under Clause 62 of the Standard General Conditions of Contract.

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the Certificate of Registration

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

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

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

(v) All other documents in terms of explanatory notes in clause 2.1 of chaper-3.

(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 etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

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

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

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

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

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

(a) Should a tenderer

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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 14.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

2.13 The tenderer[s] must fulfill/satisfy the following mandatory requirements:

a) Payment of Bid Security in respect of e-tendering, will be accepted through net banking or payment gateway only.

b) Note:- Fixed deposit receipt (FDR) will not be accepted as Bid Security for tenders invited on IREPS (e-tender portal).

c) The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm.

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Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

d) Scanned copies of documents in support of formation/registration of the company/firm/legal authorization of the person to deal with the tender/ notarized/ registered wherever required as per tender conditions are to be uploaded.

e) Scanned Certified copies of Partnership Deed, Power of Attorney duly stamped and authenticated Notary Public documents related to JV/MOU/ Consortium duly Notarized should be uploaded along with offer.

f) The prospective tenderer/bidders must have a "Class III Digital Signature" with Company name from any certifying agency (CA) authorized by controller of certifying Authorities (CCA). **They also have to submit online request for registration sufficiently in advance to get themselves registered on IREPS (works) in order to participate in e-tendering in works contracts.**

g) Tenderer are advised to be conversant with the USSOR specification and USSOR rate of E.C. Railway 2012 issued by GM/Engg E.C. Railway, Hajipur as these are applicable in most of the works/items.(Not for S&T)

h) In order to participate in e-tendering on IREPS (works), the prospective Joint Venture Firm (JV) must have requisite valid Digital Signature issued in the name of said JV Firm and must have registration with IREPS (Works) in the name /identity of the JV firm. **E-offer of a JV firm submitted with digital signature issued and registered with IREPS in the name/ identity of one of its constituent members shall be summarily rejected.**

2.14. ***(a)*** ~~The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material, to confirm compliance with extant RDSO guidelines and to meet contract specific requirements. (In terms of Railway Board's letter no. 2013/Sig/ 01/ (pt) Dup dated 17.02.2022 and 18.11.2022).~~

~~**The format of MOU to be submitted is at Annexure-Y.**~~

~~***(b) The undertaking of OEM shall cover the supply of Electronic Interlocking equipment design, installation, testing & commissioning of Electronic Interlocking including after sale support during the warranty period & beyond the warranty period. This shall also include break up of cards/modules etc of Electronic Interlocking system & spare parts of Schedule – 1 (SOR Item) of work (i.e. SSI/EI supply items) along with cost of individual items. Spare cards shall be as per standard spare list of OEM of schedule – 1 (SOR Item) of work.***~~

~~***(c) No materials supply against any schedule of this contract shall be made till submission of MOU.***~~

~~***(d) Supply of materials shall commence within 60 days of issuance of LOA, failing which the contract shall be terminated.***~~

~~***(e) No increase in accepted cost of Schedule – 1 (SOR Item) of work (i.e. SSI/EI supply items) of tender schedule will be considered unless there is a change in SIP/ interlocking arrangement w.r.t. SIP uploaded alongwith tender documents. If there is a change in SIP warranting increase in EI hardware, the revised requirements shall be submitted by the firm with detailed justification and comparative analysis from OEM of EI for consideration of quantity variation and resultant cost implication.***~~

2.15 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

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

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

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

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

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

2.16 The tenderer shall submit a copy of certificate submitted by tenderer stating that 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 & V(A) of GCC-2022.** Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

2.17 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.

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

2.19 Consideration of tenders: -

2.19.1 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.

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2.19.1A. 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.

2.19.1B. 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.

2.19.1C. 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.

2.19.1.D. **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 anyprocurement of works (including turnkey projects) only if the bidder is registered with the CompetentAuthority. 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.

2.19.1E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre- qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of itsBid. 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.

2.20 Special Conditions:

2.20(a**)** The copies of the various letters/documentary proof/statement etc. must be uploaded with e-Tender and shall be properly indexed by indicating the Annexure Nos. like Annexure-I, Annexure-2, Annexure-G etc. on the right-hand side top corner of the same and this shall also be indicated in relevant column of the Annexures of chapter 6 to Annexures of chapter 6 & Annexure-V of GCC 2022 supplied to the tenderer with the Technical and Commercial Offers.

2.20(b) The bidders are expected to obtain, on their own responsibility and expenses, all information which will be necessary for submitting the bid. Intending bidders may obtain clarification, if any, with regard to the tenders from the office of the **concerned Chief Signal & Telecom Engineer [Construction], East Central Railway, Mahendrughat, Patna** [as mentioned in the Top Sheet] on any working day during the working hours. For any further information in regard to site conditions, facilities available at the work spot etc., the bidder may contact the office of **concerned Deputy Chief Signal & Telecom Engineer [Con], East Central Railway** [as mentioned in the Top Sheet]**,** on any working day during the working hours.

2.20.(c) In addition to the information given in the prescribed form of the Technical and Commercial Offer, the tenderer may also submit any additional relevant information connected with this tender if considered necessary, uploading copies of the documents relied upon.

2.20 (d) Submission of Tender does not bind the Railway Authority for any claim of any nature whatsoever.

2.20 Updating of Labor data on Railways Shramikkalyan portal by contractor: -

(**Railway Board letter no. 2018/CE-I/CT/4 dated 17.10.2018.)**

In order to ensure prompt and proper uploading of details related to LoAs, engaged workmen, wage & other payment details, Railways/Pus etc. shall

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introduce a special condition in their tender document of the tenders to be called henceforth. The special condition is as under:

A. Contractor is to abide by the provisions of payment of various labour laws in terms of clause 54 and 55, 55-A and 55-B of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and uploaded requisite details of labour and their payment in this portal. These details shall be available in public donation. The Registration/updation of portal shall be done as under:

(a) Contractor shall apply for on time 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 on the portal within 7 days of receipt of such request.

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

(c) The contractor once registered on the portal, shall provide details of his letter acceptance (LoA)/Contract agreements on shramikkalyan portal within 15 days ……any LoA for approval of concerned engineer. Engineer shall date (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 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.

B. While processing payment of any On Account bill or Final bill or release of Advance 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.

3 Tenderers are advised to be conversant with the USSOR specification and USSOR rate of E.C. Railway 2012 issued by GM/Engg. E.C. Railway, Hajipur as these are applicable in most of the works/items**. (Not for S&T)**

4 Scanned copies of Partnership Deed, Power of Attorney duly stamped and authenticated Notary Public, documents related to Joint Venture/MOU/ Consortium duly notarized should be uploaded along with their offer.

5 **False/incomplete statement:**

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

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

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c) **"The balance sheet and all other financial documents attested/ certified by the Chartered Accountant (CA) to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, falling which the offer shall be considered as incomplete and will be summarily rejected without any further reference".**

(Authority: CE/Works HJP's L/No.ECR-HQOENGG(CONT)/0009/ 2025 dated.18.11.2025)

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EAST CENTRAL RAILWAY CONSTRUCTION ORGANISATION

ELIGIBILITY CRITERIA

E-TENDER ARE INVITED ON BEHALF OF THE PRESIDENT OF INDIA FOR THE UNDER MENTIONED WORKS

SN	Name of work	Approx cost [Rs]	Cost of tender form[Rs.]	Bid security [Rs.].	Time of completion	Date and Time of closing	Validity of offer
1	As Per Published NIT	As Per Published NIT	Nil (As per para-3 of GCC-22)	As Per Published NIT	As Per Publishe d NIT	As per NIT	As Per Publishe d NIT

Note:-1.1**. In respect of e-tendering, payment of Bid security** :- "The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** of GCC 2022 (i.e. chapter-4) and shall be valid for a period of 90 days beyond the bid validity period.

The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bid).**

1.2. Contractors who have adequate experience and resources to adhere to the specifications and completion schedule should participate in this tender.

2.0 **Eligibility criteria for participation in the Tender:** - As per Tenderer[s] must fulfil/satisfy the following eligibility criteria for participating in this tender and for consideration of their offers.

***Similar nature of work means: -**

Any work involving outdoor or Indoor signalling work. Signalling Work – All works which are directly related to the interlocking of the Core Signalling System. Or,

Any MACLS work involving Outdoor & Indoor Work or alteration in existing Indoor/ Outdoor Signalling System. Or,

Any Work involving Outdoor/Indoor Signalling Works including MACLS/ EI/ PI/ RRI/ IBS/ IBH/ LC Gate/DAC/ELD and ELD for Signalling Cable, Quad Cable, Fuse Auto Change Over System etc.

(Authority:- GM(S&T)/HJP's letter no.ECR/S&T/Policy/200 (SNW) Part-I dated 17.02.2025).

"Special Conditions of Sub-sectioning vide Railway Board letter No.-2001/CE-I/CT/3 dated 12.04.2001 will be adhered where there is participation of a particular bidder more than zone/ tender will be required to have credential for combined zone/tender value."

2.1. Eligibility Criteria: (Para-10.1 (Pt-I) of GCC 2022).

2.1 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 advertisedvalue of the tender, or

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

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

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(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 advertisedvalue of each component of tender, or

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

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

Note for b (1): Separate completed works of minimum required values shall also be consideredfor 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-definedwith 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 notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

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

Note for Item 2.1:

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

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experience certificate has been issued by a person authorized by the Public listed companyto 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.

2.2.**Financial Eligibility Criteria**: The tenderer must have minimum average annual contractualturnover of V/N or 'V' whichever is less : where

V= Advertised value of the tender in crores of Rupees

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

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

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

"The balance sheet and all other financial documents attested/ certified by the Chartered Accountant (CA) to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, falling which the offer shall be considered as incomplete and will be summarily rejected without any further reference".
(Authority: CE/Works HJP's L/No.ECR-HQOENGG(CONT)/0009/ 2025 dated.18.11.2025)

2.3. <u>Bid Capacity</u>: (Para-10.3 (Pt-I) of GCC 2022) - Applicable for works costing more than 20 Crores. The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

***TENDERER'S CREDENTIALS: - (Bid Capacity):- Annexure-VI of* GCC April 2022.**

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

(Authority:- Rly Board L/No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E- 3320424) dt 13/03/2026)

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

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.

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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 CharteredAccountant.

(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 CharteredAccountant.

(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 thetender under consideration.

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

(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 eligibilitycriteria/tender requirement.

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

2.5 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

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rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[*Explanation for clause 2 including clause 2.1 to 2.5 - 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 ofPrice 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 todecide 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*

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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 similarto a partnership firm.*

15. *In case company A is merged with company B, then company B would get the credentials of company A also.*]

2.6 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 alongwith his / their tender:

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

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

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

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-AFF. 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.

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(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 up to two years.

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

NB: [A] Current financial year means, the financial year in which the tender is opened. Financial year means on and from 1st April to 31st March.

[B] The "tenderer[s]" mentioned in para 2.1 and 2.2 above means – In the "name and style", the tenderer[s] who are submitting their offers in the capacity of individual/proprietary/ partnership firms etc.

[C] Normally, the credentials [technical and financial] should be in the "name and style" of the tenderer[s] who are submitting their offer as a tenderer[s].

[D] The tenderer[s] who have acquired necessary credentials [technical and financial] as a constituent in the partnership/Joint Venture firm, such apportioned credentials [technical and financial] will also be considered. [Documents shall be furnished].

[E] The credentials [technical and financial] with regard to execution and physical completion of single similar work and contractual receipts should pertain to the qualifying period i.e. within the current financial year and last seven years and three previous financial years. *Scanned copy of audited balance sheets should be submitted in Pdf format (Annexure C of tender document). The technical credential should clearly indicate executed items conforming to definition of similar nature of work (Annexure B of tender document).*

[F] Permissibility of Joint Venture/MOU/Consortium in this tender. [As mentioned in Top Sheet]

[G] Authentic copy of the documents should be uploaded by the tenderer[s] along with their offer to fulfil the eligibility criteria otherwise their offers will not be considered and summarily rejected.

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed the tender or authorized representative of the tendering firm.

Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

2.7 The tenderer should also upload copy of the following documents along with the tender.

2.8 List of personnel, organization available on hand and proposed to be engaged for the subject work.

2.9 List of Plant and Machinery available on hand [own] and proposed to be inducted [own and hired to be given separately] for the subject work.

2.10 List of works physically completed in the last 07 [seven] financial years under Govt./Semi Govt. organizations giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

3.0 List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

NOTE: In this regard, supportive documents/certificates from the organizations with whom they worked/are working should be uploaded. Certificates from private individuals for whom such works are executed/being executed shall not be accepted.

4.0 The copy of the credential certificates as per para 2.1 above to be uploaded by the tenderer which should contain the basic information such as [i] Contract Agreement No., [ii]

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Detailed nature of work executed, [iii] Date of physical completion of work, [iv] Total amount received, [v] Name and Style in whose favour the credential certificate is issued if in favour of JV share in JV. (vi) Execution of quantities of specific items if asked for to fulfil eligibility criteria.

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

6.0. The prospective tenderer /bidders must have a "Class III Digital Signature" with Company name from any certifying agency (CA) authorised by controller of certifying Authorities (CCA). **They also have to submit online request for registration sufficiently in advance to get themselves registered on IREPS (works) in order to participate in e-tendering in works contracts.**

7.0 In order to participate in e-tendering on IREPS (works), the prospective Joint Venture Firm (JV) must have requisite valid Digital Signature issued in the name of said JV Firm and must have registration with IREPS (Works) in the name/identity of the JV firm **E-offer of a JV firm submitted with digital signature issued and registered with IREPS in the name/identity of one of its constituent members shall be <u>Summarily rejected.</u>**

8.0 **"The balance sheet and all other financial documents attested/ certified by the Chartered Accountant (CA) to substantiate fulfilment of Financial Eligibility Criteria should be with UDIN, falling which the offer shall be considered as incomplete and will be <u>summarily rejected without any further reference</u>".**
(Authority: CE/Works HJP's L/No.ECR-HQOENGG (CONT)/0009/2025 dated.18.11. 2025)

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INDIAN RAILWAY GENERAL CONDITIONS OF CONTRACT April 2022
OR LATEST WILL BE APPLICABLE

Indian Railways

Standard

General Conditions of Contract

GCC April 2022

AJIT KUMAR
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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:

xii. Letter of Award/Acceptance(LOA)
xiii. Bill(s) of Quantities
xiv. Special Conditions of Contract
xv. Technical Specifications as given in tender documents
xvi. Drawings
xvii. 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.
xviii. 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.
xix. 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.
xx. 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.
xxi. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
xxii. 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.

(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.

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

CREDENTIALS OF CONTRACTORS

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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 clerkage for tenders etc. Notices shall be sent to them on registered *e*-mail address and registered postal address.

TENDERS FOR WORKS

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

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

5. **Bid Security:**

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

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

(Authority:- Rly Board's L/No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E- 3320424) dt 13/03/2026)

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.

(d) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** of GCC 2022 (i.e. chapter-4) and shall be **valid for a period of 90 days beyond the bid validity period.**

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The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bid)..**

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

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

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids. **(i.e. excluding the last date of submission of bid).**

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 Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders:

(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.

(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act,ii2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(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

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Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv)(a) 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 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

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of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

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

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

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.

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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) _____ Signature of Tenderer(s)

(2) _____ Date _____

Address of the Tenderer(s)

_____

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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 _____ 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 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their

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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

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

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

Note for b(1): Separate completed works of minimum required values shall also be considered for 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.

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Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure-VIB**,** 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 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

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

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

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

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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*

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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.

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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

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

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

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

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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

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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

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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 ~~tender~~ 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.

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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.

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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 is 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 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b**) For works with composite components**

The technical eligibility for major component of work as per para 10.1 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 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note 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.

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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.

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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 non-execution of the contract or part thereof.

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

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

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

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

18.10 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

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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 _____

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ANNEXURE - I (Contd. …)

TENDER FORM (Third Sheet)

Name ofWork: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

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

2. Non Standard Schedule of Rates (SSOR) Items:

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

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

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

Dated _____

Signature of the Tenderer(s)

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

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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 _____ _____

_____

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Avinash Yadav

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 otherwise 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
for President of India

Date _____

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 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. _____ _____
_____ _____
_____ _____

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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:

_____ _____
_____ _____

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

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

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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.

This affidavit is to be given by each member of JV.

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E. New Annexure V(A), Part I of GCC shell be read as under (ACS-2)

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

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

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

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby 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 FIR}WCONSTITUENT PARTNER

Place:
Dated:

*****

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

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 = 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.

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**.

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(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.

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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.

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

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date ……

Place…….

……

Bank's Seal and authorized signature(s)

[Name in Block letters] ……....

[Designation with Code

No.]……..……

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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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)

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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 includes-

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

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

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

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

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

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

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

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

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

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

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

GENERAL OBLIGATIONS

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

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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 *e*mail 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.

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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 (Rail, Sleeper & Tract fittings, signaling and Telecommunication and 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 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.

(Authority:- Railway Board L/no. 2022/CE-I/CT/GCC -2022/POLICY (3389822) dt 12/08/2026 (IRSGCC April, 2022 ACS/12)

(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.

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(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

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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

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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:

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(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 22nddday 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) in any of the following forms, amounting to 5% of the original contract value and additional performance guarantee as per clause 16 (4) (h) in any of the following forms :-

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

Note:
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.

(Authority:- Rly Board's L/No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E- 3320424) dt 13/03/2026)

(iv) Government Securities including State Loan Bonds at 5% below the market value;
(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
(viii) 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.

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(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, and 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%

(Authority:- Rly Board L/No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E- 3320424) dt 13/03/2026)

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

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arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

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

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

The non-submission of request for extension or submission of request within less than **15 days** before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

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 rates of liquidated damages as decided by engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.**

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not

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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 week or 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 week or 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 authority 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 of resultant contracts:-

(i) "Corrupt practices":- making offers, solicitation or acceptance of bribe , rewards or gifts or any material benefit, in exchange for and 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 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 completive practices":- any collusion, bid rigging or anti competitive arrangement , or any other practice coming under the purview of The Competition Act, 2002, between two or

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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 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 Practices":- Materially impede the procuring entity's investigation of procurement process either by deliberately destroying , falsifying, altering or by concealing of evidence material to the investigation or by making false statement 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 Provision:-

Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid documents or contracts, 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 bids security;

b) calling off of any pre contract negotiation; and

c) Rejection and exclusion of the bidder from 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 payment including advance payment, 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 contractor 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 officer, with the 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 and conclusive.

(Authority:- Rly Board L/No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E- 3320424) dt 13/03/2026)

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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.100crores**, 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

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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.

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(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

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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.

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.

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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

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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.

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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

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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

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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.

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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

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(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:

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

Authority: - Railway Board L/no. 2022/CE-I/CT/GCC -2022/POLICY (3389822) dt 12/08/2026 (IRSGCC April, 2022 ACS/12)

(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.

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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 re-measurement 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

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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.

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.

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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.

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(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.** 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).

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). <u>For Civil Engineering Works</u>

S N	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

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1	*Fixed*	*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*	*15*
2	Labour	L_c	20	25	30	20	50	20	20	0	0	10	25
3	Steel	S_c	0	0	0	0	0	0	0	85	0	50	0
4	Cement	C_c	0	0	15	0	0	0	0	0	85	0	0
5	Plant Machinery & Spares	PM_c	30	15	5	20	15	20	30	0	0	10	30
6	Fuel & Lubricants	F_c	25	15	5	15	15	20	15	0	0	10	20
7	Other materials	M_c	10	15	30	30	5	25	20	0	0	5	10
8	Detonators & Explosive	E_c	0	15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

* It shall not be considered for any price variation.

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

1 Earthwork in Formation

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

2 Ballast Supply Works

3 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

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

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

7 Permanent Way linking

8 Platform, Passenger Amenities

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

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

8C Item(s) for supply of Cement Item

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

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

9 Any Other Works not covered in Classification 1 to 8

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

9B Item(s) for supply of Steel

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

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

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

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

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

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

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

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

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

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

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

(II) <u>For Railway Electrification Works</u>:

(viii) $T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$

(ix) $R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$

(x) $N = [(P_T - P_O) / P_O] \times 85$

(xi) $I = [(I_T - I_O) / I_O] \times 85$

(xii) $G = [(M_Q - M_B) / M_B] \times 85$

(xiii) $Er = [(L_Q - L_B) / L_B] \times 85$

Where,

L Amount of price variation in Labour

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M Amount of price variation in Materials
F Amount of price variation in Fuel
E Amount of price variation in Explosives
PM Amount of price variation in Plant, Machinery and Spares
S Amount of price variation in Steel Supply Item
C Amount of price variation in Cement Supply Item
T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L_C % of Labour Component in the item(s)
M_C % of Material Component in the item(s)
F_C % of Fuel Component in the item(s)
E_C % of Explosive Component in the item(s)
PM_C % of Plant, Machinery and Spares Component in the item(s)
S_C % of Steel Supply item Component in the item(s)
C_C % of Cement Supply item Component in the item(s)
W Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W_S or/and W_C or/and W_{SF} or/and W_F or/and W_{SFL} or/and W_{FL} and cost of materials supplied by Railway either free or at fixed rate,
W_S Gross value of work done by Contractor for item(s) of supply of steel.
W_C Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W_{SF} Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W_F Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W_{SFL} Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W_{FL} Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L_B Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L_Q Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M_B Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M_Q Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F_B The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the base period
F_Q The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi,

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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) <u>SIGNALING & TELECOMMUNICATION WORKS:</u>

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

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

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

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signalling works;

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

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

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

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

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

(i) VSIGWK = 0.85 SIGWK x [PELEX x (ELEXi – ELEXo)/ ELEXo + POFC x (OFCi – OFCo)/OFCo + PLB x (LBi – LBo)/LBo + POTH x (OTHi - OTHo)/OTHo + S30C x ($P30C_i$ – $P30C_o$)/ $P30C_o$ + S24C x ($P24C_i$ – $P24C_o$)/ $P24C_o$ + S19C x ($P19C_i$ – $P19C_o$)/ $P19C_o$ + S12C x ($P12C_i$ – $P12C_o$)/ $P120C_o$ + S9C x ($P9C_i$ – $P9C_o$)/ $P9C_o$ + S6C x ($P6C_i$ – $P6C_o$)/ $P6C_o$ + S4C x ($P4C_i$ – $P4C_o$)/ $P4C_o$ + S2C x ($P2C_i$ – $P2C_o$)/ $P2C_o$ + S12C2.5 x ($P12C2.5_i$ – $P12C2.5_o$)/ $P12C2.5_o$ + S2C2.5 x ($P2C2.5_i$ – $P2C2.5_o$)/ $P2C2.5_o$ + S2C25 x ($P2C25_i$ – $P2C25_o$)/ $P2C25_o$ + QC x (PQC_i – PQC_o)/ PQC_o;

(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 ($P30C_i$ – $P30C_o$)/ $P30C_o$ + S24C x ($P24C_i$ – $P24C_o$)/ $P24C_o$ + S19C x ($P19C_i$ – $P19C_o$)/ $P19C_o$ + S12C x ($P12C_i$ – $P12C_o$)/ $P120C_o$ + S9C x ($P9C_i$ – $P9C_o$)/ $P9C_o$ + S6C x ($P6C_i$ – $P6C_o$)/ $P6C_o$ + S4C x ($P4C_i$ – $P4C_o$)/ $P4C_o$ + S2C x ($P2C_i$ – $P2C_o$)/ $P2C_o$+ S12C2.5 x ($P12C2.5_i$ – $P12C2.5_o$)/ $P12C2.5_o$ + S2C2.5 x ($P2C2.5_i$ – $P2C2.5_o$)/ $P2C2.5_o$ + S2C25 x ($P2C25_i$ – $P2C25_o$)/ $P2C25_o$ + QC x (PQC_i – PQC_o)/ PQC_o+ 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 signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

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

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

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

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VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);
VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);
PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;
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;
$P30C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable
$P30C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P24C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable
$P24C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P19C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable
$P19C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P12C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable
$P12C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P9C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable
$P9C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P6C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable
$P6C_o$ = Price per Km of cable as per purchase order/ Contract agreement.
S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.
$P4C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x

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1.5 sq mm signalling cable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Works~~	Signalling	Telecommunication

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Component	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	_	***%	***%	_
Communication Equipment (PCEQP)	_	_	_	***%	***%	_
Optical Fibre Cable (POFC)	***%	_	_	***%	_	_
30C x 1.5 sq mm signalling cable(S30C)	***%	_	_	***%	_	_
24C x 1.5 sq mm signalling cable (S24C)	***%	_	_	***%	_	_
19Cx 1.5 sq mm signalling cable (S19C)	***%	_	_	***%	_	_
12C x 1.5 sq mm signalling cable (S12C)	***%	_	_	***%	_	_
9C x 1.5 sq mm signalling cable (S9C)	***%	_	_	***%	_	_
6C x 1.5 sq mm signalling cable (S6C)	***%	_	_	***%	_	_
4C x 1.5 sq mm signalling cable (S4C)	***%	_	_	***%	_	_
2C x 1.5 sq mm signalling cable (S2C)	***%	_	_	***%	_	_
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	_	_	***%	_	_
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	_	_	***%	_	_
2C x 25 sq mm signalling cable (S2C25)	***%	_	_	***%	_	_
0.9 mm dia, 6Quad cable (QC)	***%	_	_	***%	_	_
Labour (PLB)	***%	_	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

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

FORMULAE FOR SIGNALING & TELECOM CABLE

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

For Signalling Copper Cables:

P_i= Po+CuF (Cu-Cuo) + CCFcu(CC-CCo) + FeF (Fe-Feo)

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

P_i= Po+CuF (Cu-Cuo) + AlFcu(Al-Alo) + CCFcu (CC-Cco) + FeF (Fe-Feo)

For Aluminium Power Cables:

P_i= Po+AlF (Al-Alo) + CCFAl(CC-CCo) + FeF (Fe-Feo)

Where,

P_i= 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

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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.
C_C= 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:-
Underground Railway Signalling Cable unscreened and armoured copper conductor

(i) Size 30 C x 1.5 sq.mm.
$P30C_i$=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
$P24C_i$= 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
$P19C_i$= 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
$P12C_i$=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
$P9C_i$= 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
$P6C_i$= 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
$P4C_i$=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)
$P2C_i$= 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

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$P12C2.5_i$= 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

$P2C2.5_i$= 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

$P2C25_i$= 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

PQC_i = PQCo + 0.135 (Al-Alo) + 0.139 (Cu-Cuo) + 0.515 (CC-Cco) + 0.693 (Fe-Feo).

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

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

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

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

(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

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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.

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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

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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.

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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

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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.

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

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

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

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(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

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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'

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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

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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.

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(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.

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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.

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(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

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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.

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

The Arbitral Tribunal (AT) shall consist of a panel of three arbitrators. Each party shall be required to provide a list of fwo 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 refened 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

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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

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

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.

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

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

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

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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 [CA'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 parry 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.

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

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

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

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

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

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arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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 (AnnexureXVIII) of the Arbitral Tribunal within l5 days frorn the receipt of the names of all the three arbitrators.

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

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 noti$ 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).

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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):

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(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-l06 of Indian Railways Vigilance Manual with latest amendments from time to time

(ii) While appointing arbitrator(s) under SubClause 64.(3)(a), 6a.(3XaXi),6a.(3)(a)(ii) & 64.(3Xb) 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.

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64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): 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 (lCA) 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

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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.

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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

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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 Conditions 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

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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

AJIT KUMAR

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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.

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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

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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

AJIT KUMAR

PANKAJ KUMAR SINHA

Avinash Yadav

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on registered IREPS Email

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.

The Final measurements of work executed by you against the said contract will be taken/started on …….at ……..hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above-mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Authority: - Railway Board L/no. 2022/CE-I/CT/GCC-2022/POLICY dt 20/12/2024 (IRSGCC April, 2022 **ACS/08**)

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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

AJIT KUMAR

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Avinash Yadav

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

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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).

   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)

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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:_____

AJIT KUMAR
Digitally signed by AJIT KUMAR
DN: C=IN, O=AJIT KUMAR, O=INDIAN RAILWAY, OU=EAST CENTRAL RAILWAY PATNA, STI=BIHAR, postalCode=800004, serialNumber=3ccb4e4d6d0f1b3ac3d3d4cf8d0b0d1d7f8b6d3b0f3c7f3d7f3b1b1d1f3b2b1, telephoneNumber=91c1c0c9d6b6c1c0fc0d8d1b1f8d1c3b8d0c6d1b1b3f1b4d6c9d0d0c4c3b
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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.

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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:

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CHAPTER-5

SPECIAL CONDITION OF CONTRACT FOR S&T WORKS

1.0	**GENERAL:**
1.1	The following Special Condition shall apply to contractor for supply of plant and machinery and manufactured equipment and for services in connection with Transportation, Installation, commissioning. But where they differ from the General Conditions of Contract the Special conditions shall over-ride the General Conditions of Contract.
1.2	The tenderer's attention is drawn to the fact that major deviations to any Clause shall not be permissible.
1.3	~~The successful bidder shall submit an undertaking from RDSO approved EI OEM, before the supply of material, to confirm compliance with extant RDSO guidelines and to meet contract specific requirements. (In terms of Railway Board's letter no. 2013/Sig/01/(pt) Dup dated 17.02.2022).~~ ~~**The format of MOU to be submitted is at Annexure-Y.**~~
1.4	~~The undertaking of OEM shall cover the supply of Electronic Interlocking equipment installation, testing & commissioning of Electronic Interlocking including after sale support during the warranty period & beyond the warranty period.~~
1.5	~~***No materials supply against any schedule of this contract shall be made till submission of MOU.***~~
1.6	~~***Supply of materials shall commence within 60 days of issuance of LOA, failing which the contract shall be terminated.***~~
1.7	~~***No increase in accepted cost of Schedule – 1 (SOR Item) of work (i.e. SSI/EI supply items) of tender schedule will be considered unless there is a change in SIP/ interlocking arrangement w.r.t. SIP uploaded alongwith tender documents. If there is a change in SIP warranting increase in EI hardware, the revised requirements shall be submitted by the firm with detailed justification and comparative analysis from OEM of EI for consideration of quantity variation and resultant cost implication.***~~
2.0	~~**SCOPE OF THE WORK: Mentioned in TOP SHEET**~~
2.1	~~Supply, Installation, Testing and commissioning of Electronic Interlocking will be as per approved Signal Interlocking Plan.~~
2.2	**2.2A Personnel :-The Bidder shall deploy as per the programme, the minimum number of personnel for the key positions with requisite qualification and experience as mentioned hereunder :-**

S.No.	Position	Min No. of Personnel	Qualification	Experience In Similar Work [years]
1	Sr. Engineers (Authorized supervisors has to stay at site)	1	Degree / Diploma in Electrical /Electronic & Telecom Engg.	Experience In Signalling & Telecommunication Work – 3 Years (for Graduate) 7 years for Diploma
2	Supervisors (Authorized supervisors has to stay at site)	2	Diploma in Electrical /Electronic Engg.	5 Years
3	Technicians	1- Wireman-08 2- OFC	ITI Holder	3 Years

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		Jointer-3 3- Cable jointer-3 4- Carpenter -2 5- Painter-2 6- Fitter-8		

2.2B Name with I.D. Proof of Sr. Engineer, Supervisor & Technicians should be submitted along with tender offer.

2.2C Tools to be available with Technicians :-

(i) Main Frame **Optical Time Domain Reflectometer** (OTDR) suitable for 1310/1550nm fibre with resolution of 60cm dynamic range of 31/29dB or better

(ii) OFC Splicing Machine – 02 Nos.

(iii) Portable Generators of all capacities as per site requirement – 02 Nos.

(iv) Drilling machines of all type as per site requirement – 02 Nos.

(v) Track Drilling machines of all type (mechanical cycle chain type and electrical type) as per site requirement – 02 Nos.

(vi) JCB -01 No. and Cable Jack – 02 Nos.

(vii) 04 Nos. of TAPARIA make tool kits set consisting following tools in leather bag :-
(a) Insulated Plier 8" - 1 No
(b) Adjustable slide wrench 8"- 1 No.
(c) Nose Plier 6"- 1 No.
(d) Screw driver 8" - 1 No.
(e)Line tester 818 no. - 1 No.
(f) Screw driver Philips 904 no. -1 No.
(g) Screw diver adjustable with common handle for different screw diver (Taparia make) = 1 no.
(h) Spanner double ended, 33 mm = 1 no.
(i) Hammer ball pans, 1.5 lbs = 1 no.
(j) Electric soldering iron (Philips/Soldron make), 230 V, 60 Watt. = 1 no.
(k) Wire cutter insulated (Taparia make) = 1 no
(l) Spanner set double end (Chromium plated, (Taparia make) = 1 no.
(m) Wrench adjustable sf 305 mm (Taparia make)=1 no.
(n) Spanner double ended, 25 mm = 1 no.
(o) Megger, 0-500 volt (Motvani/Shanti make)= 1 no
(p) Digital multimeter with following range= 1 no.
i) 0-1000V AC/DC, ii) 0-10 Amp, iii) 0-1000 Ohms -3-1/2 digits
(q) Box spanner insulated 1/4 inch x 3/8 inch = 1 no.
(r) Box spanner insulated 3/8 inch x 1/2 inch = 1 no.
(s) Drill bits 7 mm - 7 nos.
(t) Earth Tester – 02 Nos.
(u) Insulation Tester – 500 V – 02 Nos. and 100V – 02 Nos.
(v) Carpenter Tools Kits.
(w) Jacks for Cable Laying – 04 Sets.
(x) Concrete Shutters for apparatus Case –Full -02,Half-02 & Quarter-02 nos each, for signal post – 02 Nos. for shunt signal -02 Nos.
(y) Tool kits for electro mechanical gangs, LC.Gate interlocking gangs – 02 Sets each.

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	2.2 D Completion period of the work:- It is expected to complete the entire work in prescribed completion period **2.2E Special Conditions of Sub-sectioning vide Railway Board letter No.-2001/CE-I/CT/3 dated 12.04.2001 will be adhered where there is participation of a particular bidder more than zone/tender will required to have credential for combined zone/tender value.**
3.0	**SPECIFICATIONS AND DRAWINGS :**
3.1	Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The drawings and specifications referred to in this tender where not included can be obtained, from the sources as indicated in Annexure 'V' form.
3.2	After the contract is awarded, the Railway shall furnish to the contractor free of charge, a reasonable number of prints of Railway's approved Drawings that from an essential part of this specification.
4.0	**CONTRACTOR'S DRAWINGS :**
4.1	The tenderer shall submit along with his proposal, drawings as well as details for the apparatus, if the tenderer proposes to supply which are not covered by the Railway.
4.2	Contractor shall be solely responsible for ensuring that the end requirements are incorporated in all designs and drawings furnished by him. Although the drawing, designs may have been approved by the Railway, it shall be the responsibility of the contractor to ensure the end requirement of the system.
4.3	Any work done by the contractor prior to the approval of the contractor's drawing will be at the Contractor's risk, unless previously authorised specifically in writing in each individual case by an authorised representative of the Railway.
4.4	No Change shall be made in any approved drawing without written consent of the Railway.
4.5	For the approval of the Railway the contractor shall furnish to the Railway corrected tracing of the drawings furnished by him along with five copies of such corrected drawings.
4.6	After the completion of the work the following drawings, in addition to the other drawing mentioned elsewhere, should be supplied to the Railways in six copies.
i)	System design which will include Technical Literature of Equipment, Components & Parts thereof.
ii)	Cable Route Diagram with position of Joints, Location Huts and Cabins etc. indicated. Users and maintenance Guide/Manual.
iii)	Wiring Diagram of Equipment/Components/Modules/Parts.
4.7	Wiring Diagrams and other Plans shall be uniform in size and the size shall be preferably to an overall Dimension of A3 size.
4.8	If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings, or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.
4.9	The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the Purchaser. If any, dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.
4.10	After completion of the work the contractor should arrange and submit detailed completion drawings specified in Para above as approved by Railways in 1+8 copies including polyester sheet as original along with Soft Copy of drawings in Pen drive/External Hard Drive of good quality.

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5.0	**EQUIPMENT AND SERVICES TO BE OFFERED**
5.1	In order to enable the Signalling& Telecommunication system to be brought into position the equipment for the entire system as in this tender are required to be provided by the TENDERER as per the Rate Schedule. The detailed scope of the work is as per the schedule of work at Annexure-'Z' (Schedule/s) read in conjunction with the Technical Specification and drawing.
5.2	The TENDERER is required to quote for all the items in Annexure-'Z' (Schedule/s). It must however be understood that the items in any package within the scope of work will not be split except at the convenience of the Railway and TENDERER will have to quote for all the items and for a definite delivery period for supply, wiring execution etc. for all the items as applicable.
6.0	**TIME SCHEDULE**
6.1	The time for completion of the entire work is of utmost importance. The complete system at all stations is required to be fully operational within specified months from the date of issue of Letter of Acceptance. Tenderer is required to provide adequate detail of the activities involved, to substantiate their claim of being able to meet the above dead line for handing over the system to the Railways for regular operational use.
6.2	Time is essence of the contract and the time schedule given in Annexure-'X' shall be the basis for contract administration except due to force major clause.
6.3	The Contract covered by this Tender shall be deemed to commence from the date of issue of Letter of Acceptance.
6.4	The tenderer if feels necessary should indicate clearly the inputs required to be made from Railways side to satisfy the completion schedule.
6.5	To execute a large project of this nature within the specified time schedule, it will be necessary to prepare a comprehensive implementation plan to describe the construction programme sub-divided into logical work packages. The contractor shall prepare a project planning and control network on the basis of detailed task analysis and critical review of all activities, inter-dependencies, time duration, significant interfaces and restraints on human and financial resources.
6.6	The tenderer should indicate the details of total technical staff under their employment (Category wise) and also the details of technical staff proposed to be deployed by them for the subject work.
6.7	The delivery of stores required for the project may be regulated at the discretion of Railway in accordance with the requirements and Targets of Railways.
6.8	The tenderer shall indicate the period in months within which he would complete the work in the offer of tender assuming that the letter of acceptance of the tender is issued to him in month of zero.
6.9	Since the existing work is of joint work in which completion of the work depends upon the progress of Engg. deptt. However, the completion period of the existing work is 06 months from the date of issue of letter of acceptance, the contractor should mentally prepare to mobilize manpower and materials including drawings etc to complete the work within stipulated joint target of Engg. and S&T. The contractor shall be ready to deploy adequate no. of competent Engineers/qualified staff at short notice as per requirement of site, in no case progress of doubling work shall get hampered on account of non execution of signal and telecom works, otherwise penalty clause will deal as per GCC.
7.0	**INSPECTION OF INSTALLATION:**
7.1	The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality or material, workmanship, or design in comparison to what is called for in the specification. In the event of rejection of any work already executed which is not in accordance with specifications as in this Tender Papers and/or as determined by the Engineer of which the contractor has been apprised, the contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.

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7.2	The contractor shall carry out such tests at his own expenses as are necessary in the opinion of the Engineer to determine that the contract is being complied with and that the contractor is entitled to payment in respect thereof. Any tools/any other Materials/Plants/Manpower required for such tests shall be arranged by the contractor.
73	Even if the Engineer's Representative remained associated or supervised the progress of works at various stage, a joint inspection, for each item of works, by Engineer's Representative and Contractor's Representative will be carried out to check that the work has been done as per specification and measurement taken accordingly.
7.4	Before casting of foundation, if any, the Contractor's Representative and the Engineer's Representative shall jointly inspect the quality and depth of pits, quality of bricks, concrete mix etc. and ensure compliance with the Drawings and specification.
7.5	The contractor shall advise the Railway (10) Ten days in advance of the time when his portion of the work will be completed by him in a progressive manner on the section and be ready for inspection. The Railway will make the test soon after the advice is received from the contractor.
8.0	**WORK PERFORMANCE GUARANTEE:**
8.1	Since the Supply and Execution of the work by the contractor is to achieve the end objective of providing suitable equipment and facilities to the specifications given in the tender for the ultimate objective as detailed in the tender, the tenderer shall give unqualified and unconditional guarantee that the supply of materials and work as designed and/or executed by him will achieve the desired objective and that in the event of the performance of the system not complying with the end objective or with the specifications, he shall provide further inputs to enable the Railways to realize the end objective with full compliance of the specifications contained in these documents and no additional payment will be made to the contractor for the supply of any additional inputs required in this regard.
8.2	The certificate as per the format in Annexure-'P' shall accompany the quotations. Quotations which do not contain this guarantee in the format are liable for rejection.
9.0	**PROCUREMENT OF SUPPLY ITEMS:**
9.1	All items supplied to Railway should be procured from the list of firms approved by RDSO wherever such a list exists. Inspection Certificates of RDSO wherever applicable must accompany along with these items. All such items should be procured by the tenderer from the list of RDSO approved manufacturers or their distributors with inspections to be done at the premises of the original manufacturer.
9.2	In case if any supply item is not in the list of RDSO approved firms, prior approval of Chief Signal & Telecom Engineer, Construction, East Central Railway, Mahendrughat, Patna for such items from other sources are necessary. In case I.R.S. specification are not available for items, the material should conform to Bureau of Standard Institution (Latest) (i.e. I.S.I.) where-ever the specifications are available, otherwise the prior approval of these items specifications by Chief Signal & Telecom Engineer, Construction, East Central Railway, Mahendrughat, Patna is necessary. **Change of Inspecting authority shall be with the approval of tender accepting authority not higher than CSTE/Construction (SAG).**
9.3	The contractor shall be held responsible for the execution of the works according to the time schedule given above in full compliance of the specifications and the various clauses of Technical Specifications, Instructions and drawings. Failure to comply with any of these will be dealt with as per provision laid down in the General Condition of Contract and instructions for Tenderer of the Engineering Department of East Central Railway.
9.4	It should be clearly understood that it is entirely contractor's responsibility and liability to find, procure and use of machineries, tools, plants and their spare parts that are required for efficient

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	and methodical execution of work. Delay in procurement of such items due to non availability or import difficulties or any other causes what so ever will not be taken as an excuse for slow and non performance of work.
9.5	All materials in the tender documents shall be supplied by the contractor at site. These shall include the materials in additions to any other minor items such as bolts, nuts, brackets, support materials which may be considered necessary for execution of the work according to the specifications.
9.6	All instruments required, for testing shall be arranged by the contractor and shall remain his property.
10.0	**RESPONSIBILITY FOR CONTRACTOR MATERIAL:**
10.1	The Railway Administration will not be responsible for loss or damage to the contractor's materials, equipment, tools & plants due to floods, theft or any other cause or causes whatsoever.
10.2	The contractor shall be held responsible for any damage to Railway property like telephone lines, cables which may be caused by any of his action in connection with or in the execution of the work.
10.3	RISK IN THE STORES:
10.3.1	The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the contractor, his agents or servants and the Purchaser, shall remain in every respect at the risk of the contractor, until their actual delivery to the consignee at the stipulated place or destination or location as provided in the Contract Agreement until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all losses destruction, damage or deterioration of the stores/ materials from any cause whatsoever while the materials after approval by the inspecting officer are awaiting Dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
11.0	**CONSIGNEE:**
11.1	Normally, the contractor should consign, if need be, all the materials to 'Self' to the nearest stations where materials can be booked for stacking before erection. For such items, as admit part payment on receipt by the Railway, the materials can be booked to **SSE (CON)/Sig** concerned store/depot as mentioned in contract at where from the materials shall be handed over to the contractor for in installation. However all handling charges for each such items shall be borne by the contractor.
11.2	The responsibility for damage to any equipment during transportation and till it is taken over by Railways shall be that of the contractor.
12.0	**PATENTS:**
12.1	The tenderer is prevented from using any patented detailed drawings, process or patents without the previous consent of the owner of such patent etc. The tenderer for the use of such patented drawings, process should bear the royalties payable to the patents.
12.1	The tenderer is also required to indemnify the Railway against all costs and expenses arising from any claim or action being brought against the Railway for infringement of letters of patents.

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13.0	**CONTRACTOR TO MAKE GOOD THE DEFECTIVE EQUIPMENT:**
13.1	If the completed equipment or any portion thereof, before it is taken over, be found to be defective or the contractor otherwise fails to fulfil the requirements of the contract and/or its purpose, the Railway shall give the contractor notice, setting for the particulars of such defects or failure and the contractor shall forthwith make the defects good or alter the same to make it comply satisfactorily with the said requirements. Should the contractor fail to do so within a reasonable time after the service of the said notice upon him, the Railway may reject and replace the whole or part of such defective equipments as the case may be at the cost of the contractor, such replacements shall be carried out by or at the instance of Railway within a reasonable time and as far as reasonably practicable, the same specification and under competitive conditions. The Contractor's full liability under this clause shall be satisfied by the payment to the Railway of the total cost, if any, such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained difference between the cost of equipment purchased and replaced by the Railway under the provision mentioned above for such replacement and contract price for the plant so replaced, plus sum, if any paid by the Railway to the contractor in respect of such defective equipment. Should the Railway not so replace the rejected equipment within a reasonable time, the contractor's liability under this clause shall be satisfied by the repayment by the contractor of all money paid by the Railway to him in respect of such rejected equipment.
14.0	**SUPERVISION OF ERECTION/MAINTENANCE & CHARGE THERE OF:**
14.1	Where supervision of Erection/Testing/Commissioning is a scheduled item of the contract the contractor shall depute his competent erection Engineer to supervise all works of the installation and who shall be responsible for testing and final commissioning of the installation to the entire satisfaction of the Railway.
14.2	Where supervision of maintenance after commissioning of the installation (for a specific period solely at the discretion of the Railway) is a schedule item of the contract, the contractor shall depute his competent Engineer who shall supervise the entire installation for the specific period, solely at the discretion of the Railway from the date of commissioning of the installation. During this period, he shall rectify any defect that may arise in the work executed due to bad workmanship on the part of the contractor or otherwise, defect in the equipments or due to any other reason and shall repair the defect or replace the defective equipment at the cost of contractor. The Railway Engineer's decision in this regard is final and binding on the contractor.
14.3	Charges quoted in the schedule/s and accepted on account of supervision of erection/maintenance done during the month or part thereof shall be claimed after expiry of the concerned calendar month on production of a certificate from the Railway.
15.0	**SUPPLY OF RAILWAY MATERIALS FROM RAILWAY GODOWNS:**
15.1	Store will be supplied by Railway at **SSE (CON)/Sig** concerned stores godowns. The quantity required would be determined by the Railway according to the quantum of work to be done. The contractor shall be responsible for checking before taking delivery that all materials given to him are in good conditions. The receipt of the materials shall be acknowledged by the contractor or his authorized representative, mentioning details of materials and their quantity as per proforma at *Annexure 'N'*. The left out/un-used materials if any, shall be returned to Railway Depot by the contractor to which no extra charges shall be paid by the Railway.
15.2	The Contractor shall return all the excess or un-used materials supplied to him by the Railway including Empty Cable Drums, Wooden Crates, other packing materials used or all released materials to the authorized Railway representative at stores / godowns from where the materials

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	were drawn by the contractor. If the contractor fails to return any excess un-used Railway material, the cost thereof shall be recovered from him as per the extent rules and their On-account Bill/Final Bill will not be passed without the receipt of the excess materials by **Sr. Section Engineer/Con/Sig c**oncerned.
16.0	**RESPONSIBILITY FOR COMMISSIONING:**
	Until the contract works have been provisionally accepted by the Railway, the contractor shall be entirely responsible for the works, whether under construction, during the tests or in use of the Railway's service in respect of preservation, guarding, safe running of trains and maintenance. The Contractor shall keep attendants constantly on the sites during the period until Railway's provisional acceptance.
17.0	**INSPECTION:**
17.1	The contractor should bear the cost of inspection of all materials both unfinished and finished products at his or at the manufacturer's premises by the Railway's representative. The correctness and quality of the various items shall be checked by the Railway's representative before installation is commenced. If required, they should take necessary measures to ensure that the work at various stages is in order and to the specification prescribed by Railway.
17.2	Railway's Engineer appointed for this purpose will inspect and test the various portions of the equipment as per relevant specifications given in the tender and the Railway's Engineer may inspect the work at all stages and shall have full powers to reject all or any that he may consider to be defective or inferior in quality or material or workmanship or design to what is called for in the specification. The contractor shall carry such tests at his works as are necessary in the opinion of the Railway to ensure that specifications in the correct are being complied with.
17.3	The contractor shall provide at the point of production, apparatus and labour for making the required tests under the supervision of the Railway or its representatives.
17.4	Tests may be made at the point of production or on samples submitted and may also be made at the destination.
17.5	All the inspections will be carried out by the inspecting Authority at the original manufacturer's premises only who are supplying these items, but not any other places in case of important and large value items. The cost of stay of the Railway inspecting official shall be borne by the Railway.
18.0	**CONSIGNEE'S RIGHT OF REJECTION**:
18.1	If the product which arrives at the destination does not meet the requirements of the specifications it may be rejected.
18.2	Notwithstanding any approval which the Inspecting officer may have given in respect of any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the inspecting officer or under the direction of the Inspecting officer) and notwithstanding delivery of the materials where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Railway, to reject the materials or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such materials or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. Note: In respect of material pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

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18.3	During the execution of the contract, samples may be taken from all the materials employed for the purpose of test and/or analysis under the conditions laid in specification, such samples to be prepared for testing and forwarded to the works laboratory selected by the Railway free of cost to the Railway.
18.4	The cost of all tests and/or analysis effected at the manufacturer or contractor's work shall be borne by the contractor for all the test required as per tender specification.
18.5	The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.
18.6	Inspecting authority shall be the Railway's own Engineer or any other authority such as RDSO, as shall be nominated by the Railway. In case inspection is waived, the waiver certificate shall be issued within 10 days of receipt of call notice.
18.7	No inspection charges are payable to RDSO by contractor for RDSO Inspected materials.
19.0	~~**INSPECTION AND TEST FOR ELECTRONIC INTERLOCKING (EI) ADDITIONAL REQUIREMENTS:**~~
19.1	Inspection and test shall be carried out at the place of production, destination and at site of installation by the Railways authorised representative (Inspecting officer) to ensure that all the requirement of tender specifications are compiled during manufacture, supplying, installation and commissioning in accordance with Technical Specifications, Special Condition of Contract and General Condition of Contract. The Inspecting Officer shall be nominated by the CSTE/Con/E.C.Railway.
19.2	Notice/Intimation shall be sent in writing at least 30 days in advance by the Contractor to the Inspecting officer when the stores or material to be supplied are ready for inspection and test and no materials shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved for dispatch.
19.3	Facilities for Test and Examination: The contractor shall, at his own cost make available to the inspecting officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the materials are being and/or have been manufactured in accordance with the Specification and conditions laid down. The Inspecting officer shall have full and free access at any time during the execution of the contract to the Contractor's workshop for the purchase aforesaid, and he may require the Contractor to make arrangements for inspection of the materials or any part thereof or any material at their premises or at any other place specified by the inspecting officer and if the Contractor has been permitted to employ the services of a sub-contractor, he shall in his contract with the sub-contractor, reserve to the Inspecting officer a similar right.
20.0	**Cost of Test:** The Contractor shall provide, at his cost, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test and examination which he shall require to be made on the Contractor's premises. If the *Contractor fails to meet with the conditions aforesaid, the inspecting officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing of the Inspecting officer, that the Contractor has failed to provide the facilities and the means for test examination shall be final.
21.1	**Inspection Charges**: The inspection charges of the inspecting official nominated by the CSTE/Con/E.C.Railway, if

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	any shall be borne by the Railways, in case, if the system offered is manufactured in India, otherwise all charges shall be borne by the contractor.
21.2	**Delivery of Materials for Test**: The Contractor shall also provide and deliver for test, at his cost, at such place other than his premises as the Inspecting officer may specify such material or stores, he may require. The premises for testing other than manufacturer's premises shall be mutually decided by Railway and the Contractor.
22.0	**Acceptance Test Procedure** The contractor shall submit detailed Test Procedure for each equipment, sub-system and system as a whole to the Railway. The Railway shall discuss with the contractor and modify the same as may be required to ensure that the requirement of Tender Specifications are complied. The finalized Acceptance Test Procedure/Schedule shall, only, act as broad guideline and Railway shall be free to carry out any other test that may be considered essential. The Test Procedure shall give details of all equipment, test and measuring instruments required to perform the test.
22.1	The Inspecting officer shall have the right to put all the stores of materials forming part of the same or any part there to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.
22.2	The contractor shall provide the facilities of inspection and testing at the final stage of production, assembly and testing in the manufacturer's premises in India/abroad.
23.0	**WARRANTY:**
23.1	The work done and executed by the contractor shall be guaranteed against defects and to conform to parameters in the technical specifications for a period of 12 months from the date of issue of completion certificate or 18 months from the date of supply of the last vital/main equipment in the contract, whichever is later. However for the items involving only supply the warranty shall be for 18 months from date of supply even if the order is split separately into supply and execution portions for benefit of the Railway.
23.2	During the period of warranty the contractor shall remain responsible to arrange replacement and for setting at his own cost any equipment installed by him which is of a defective manufacture or design or workmanship or becomes unworkable due to any cause whatsoever. The defective equipment shall be made available at the Inspector's store at **SSE (CON)/Sig** concerned. The decision of the Railway in this regard to direct the Contractor to attend to any damage or defect or in work or arrange replacement of any part thereof shall be final and binding on the Contractor.
24	**WARRANTY AGAINST DEFECTS:**
24.1	After the equipment/system has been taken over during the period of warranty, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship of the plant, or from faulty erection of the plant by the contractor, but not otherwise and shall rectify such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the portion is faulty.
24.2	If it becomes necessary for the contractor to replace or renew any defective portions of the Equipment/System under this clause the provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiry of 12 months from the date of such replacement of renewals or until the end or the warranty period whichever may be later. If any defects is not remedied within a reasonable time not exceeding Three (3) months the Railway may proceed to

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	do the work at Contractor's risk and expense, but without prejudice to any other rights which the Railway may have against the Contractor in respect of such defects.
24.3	If the replacement, or renewals are of such a character as may affect the efficiency of the Equipment/System the Railway shall have right to give notice to the contractor, within one month from such replacement or renewal, in writing, to conduct tests as done at the time of acceptance, should such tests show that Equipment/System sustains the guarantees given in the contract, the cost of the tests shall be borne by the Railway. Should the guarantees not be sustained, the cost of test shall be borne by the Contractor.
24.4	All inspections, adjustments, replacements or renewals carried out by the Contractor during the warranty period shall be subject to the same conditions of the contract.
24.5	Until the issue of the final certificate the contractor shall have the right of entry, at his own risk and expense, himself or his duly authorised representative, whose name shall have previously been communicated in writing to the purchaser at all reasonable working hours upon all necessary parts of the works for purpose of inspecting the working and the records of the plant and taking notes there from and, if he desires at his own risk and expenses, making any tests subject to the approval of the Purchaser which shall not be unreasonably withheld.
25.0	~~**WARRANTY FOR ELECTRONIC INTERLOCKING (EI) ADDITIONAL REQUIREMENTS:**~~
25.1	The contractor shall warranty that all materials & equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.
25.2	***This warranty shall start from the date of commissioning and shall expire 3 years (36 months) after commissioning. After the maintenance of the installation is taken over by the Railways, the Contractor shall be responsible for the proper functioning of the system for the period of warranty.***
25.3	All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.
25.4	The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive
25.5	Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost.
26.0	**CONTRACTOR TO MAKE GOOD THE DEFICIT FOR THE FAILURE TO COMPLY WITH THE WORK**:
26.1	In the event of any loss to the Railway on account of execution and/or completion of the work or any part thereof by agencies other than the contractor in terms of above clause, the contractor shall be liable to reimburse the loss to the Railway without prejudice to other rights and remedies of Railway and reimbursement shall be at the option of the Railway, from out of all or any of the following sources viz-
a)	Any amount due and payable to the contractor by the Railway on account of whatsoever
b)	The Contractor's Security deposit in the hands of the Railway, as far as available.
c)	Any other assets whatsoever of the contractor. In the event of reimbursement from out of sources (a) and/or (b) mentioned above, the Railway shall have the right of appropriation suomoto.
27.0	**CONTRACTOR'S RESPONSIBILITY FOR ALTERATION OF WORK**:

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27.1	The contractor shall be responsible for and shall pay for any alteration of the works due to any discrepancies, errors or omissions that may arise from drawing or particulars have been approved by him, whether such drawings or particulars have been approved by the Railway or not. If any dimensioned figures on a drawing differ from those obtained by scaling the drawing the dimensioned figures are to be taken as correct. All dimensions, weights and measures shall be in metric units with British Standard Equivalents in bracket.
28.0	**ISSUE OF MATERIALS FROM RAILWAY STORES:**
28.1	If any material, which the contractor would normally have arranged for himself, if supplied by the Railway either at contractor's request or suomoto in order to prevent any possible delay in the execution of the work likely to occur due to contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery of prices of such materials will be made from contractor's bill at the highest of the following rates:
i)	Book Rate or Last Purchase Rate whichever is higher plus 5% on account of freight, plus 2% on account of charges plus 12.5% towards departmental charges on the overall cost.
ii)	Accepted tender rate for such material under contract.
	If however, the material required by the contractor is not available in the Railway stock, or the Railway decides not to supply the same, be that for whatever reason, the Railway should not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of the work.
29.2	The contractor shall furnish an indemnity Bond as per Annexure-N of Rs.25,00,000/- (Rupees Twenty Five Lakh only) for materials supplied by the Railway Administration direct to the contractor for works from the time he commences taking delivery of the materials to the time the works are completed at site and the quantities finally reconciled.
30.0	**RESPONSIBILITY OF CONTRACTOR FOR SECURITY OF MATERIAL**:
30.1	Security of all materials in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft. In the event of any loss the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railway. The store lost/unaccounted/consumed excess or damaged shall be recovered from the contractor.
31.0	**RESPONSIBILITY FOR CONTRACT WORKS**:
31.1	The contractor shall be responsible for and shall without delay make good all damages occurring to the contract works or to any materials or equipment's forming or intended to form part thereof until acceptance of the same by the Railway's Engineers in reinstating the same at his own expense in all respect (including the cost of transport by sea and rail of any materials, equipment and things and the customs duties thereon). Provided that the contractor shall not be responsible for such damage occurring in the site as may be due in the opinion of the Railway, to the improper use thereof by the Railway or to the negligence of the Railway or any other contractor employed by the Railway on the site.
31.2	It is possible that certain defects may appear in the work during commissioning. The contractor shall be responsible to rectify these defects to the satisfaction of the Railway even this stage. Any delay on this account will not be a claim for extension of delivery period.
31.3	While undertaking the test of the Contractor's portion of the work and while testing the entire installation the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as has been completed by him, is in accordance with the specification of the contract. The contractor shall provide such instruments and apparatus as

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<table>
<tr><td></td><td>may be necessary for making these tests.</td></tr>
<tr><td>32.0</td><td>PAYMENT TERMS: (As per GM/S&T/ECR's letter no. ECR/S&T/Works/Corresp. Dated 23.03.2021)</td></tr>
<tr><td>32.1</td><td>The payment to the contractor would be made through EFT/ECS as detailed below:-
<table>
<tr><th>S.N.</th><th>Stage of payment</th><th>For purely supply items</th><th>For supply & installation items</th><th>For purely execution/ installation items</th></tr>
<tr><td>1</td><td>After supply of items</td><td>90%</td><td>--</td><td>--</td></tr>
<tr><td>2</td><td>After installation & Testing</td><td>--</td><td>90%</td><td>90%</td></tr>
<tr><td>3</td><td>Commissioning of station</td><td>5%</td><td>5%</td><td>5%</td></tr>
<tr><td>4</td><td>Completion of Work/Final Bill</td><td>5%</td><td>5%</td><td>5%</td></tr>
</table>
Bill should be prepared in Railway format on the measurement Book, showing the Description of each items, quantities as per measurement taken by site supervisor from time to time.</td></tr>
<tr><td>32.2</td><td>For Purely supply items:- 90% of the value of each supply item of schedule of works will be paid after supply of items and on production of the following documents:-
(i)Receipt of Material at Consignee's depot.
(ii)Original inspection certificate /waiver of inspection issued by inspecting officer.
(iii)Manufacturer's inspection certificate that the materials are in accordance with the specifications of the contract.
(iv)Invoice in duplicate.
(v)A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.
(vi)Store receipt certificate issued by Railway official/Representative as per format as Annexure-R of existing Tender document.
(a)5% percent payment for purely supply items against tender schedule of work will be made after successful commissioning of the Station.
(b)The balance 5% percent payment for purely supply items against tender schedule of works will be made after completion of work, with final Bill of the contract.</td></tr>
<tr><td>32.3</td><td>For Supply & Installation items: -
90% percent payment for supply & Installation items against tender schedule of work will be made after successful installation & testing and on production of the documents mentioned above in Para-32.1 on account bill shall be paid only on production of certificate by the site Engineer that relevant portion of installation has been completed.
(a)5% percent payment for Supply & Installation items against tender schedule of works will be made after successful commissioning of the station.
(b)The balance 5% percent payment for supply & installation items against tender schedule of works will be made after completion of work with final bill of the contract.</td></tr>
<tr><td>32.4</td><td>For Purely Execution/Installation items:-
90% of the value of each purely installation item of schedule of works will be paid after</td></tr>
</table>

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	installation & Testing of the item. **(a)5% percent payment for Purely Execution / Installation items against tender schedule of works will be made after successful commissioning of the station.** **(b)The balance 5% percent payment for purely Execution/ Installation items against tender schedule of works will be made after successful commissioning of the station.**
	Note: - In case commissioning of station is delayed by more than 06 months on Railway Account and the physical work has been completed by the contractor in totality then 5% payment on account of commissioning of the station shall be released to the contractor.
33.0	**RESPONSIBILITY FOR COMPLETENESS:**
33.1	Any fittings or accessories which may not be specifically mentioned in the Specifications but which are usual or necessary, are to be provided by the contractor without extra charge, and the equipment must be complete in all details.
33.2	In all cases where the contractor provides for tests at site, the Purchaser except where otherwise specific, shall provide, Free of charge, such Labour, Materials, Fuels, Stores, Apparatus and Instruments as may be requisite from time to time and as many reasonable be demanded, efficient to carry out such tests of the plant, materials or workmanship etc. in accordance with the contract.
34.3	In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, where available, may be supplied free to the contractor at the voltage of the ordinary supply. However this is not binding on the Railway. The Contractor shall abide by the Indian Electricity Act as amended from time to time.
34.4	The bidder shall if required without fail, indicate the total number of supervisors, skilled technicians and unskilled personnel to be provided by the Railway for installation. In case of schedule for supervision of installation and commission is provided, this information shall be taken into account for evaluation purposes.
35.0	~~**SPECIAL REQUIREMENTS FOR ELECTRONIC INTERLOCKING (EI):**~~
36.1	**FUTURE DEVELOPMENT**
36.1	The contractor shall supply to the railway free of charge all software update, data and specifications which may result from developments effected by him or his collaborator in the period of currency of contract. The Railway reserves the right for such modified or improved versions in lieu of these originally quoted for, based on prices and other conditions mutually agreed upon.
37.0	**SPARES**
37.1	The following materials will be considered as essential spares: All Units, which may include, circuit packs/boards, modules, terminals, power supply, ancillary equipment, interconnecting couplers/connectors/cables of each type, which may be lowest level of field replaceable module / assembly / device – 10% of the quantities used in the equipment subject to a minimum of one. For any other essential spare/module/assembly/device needed, but not included by the tenderer, the supply of the same will made by the tenderer, at his cost.
37.2	The tenderer shall include in his tender the details of essential spares, their quantity and unit prices as per schedule of works. The basis of quoting the spares should be on overall of quantity basis. Detailed explanation to confirm that quantity of spares quoted is as per requirement of this clause shall be furnished. The total cost of essential spares based on the unit prices quoted by the tenderer shall be included in the tender evaluation.
37.3	In addition to the essential spares, contractor shall indicate additional recommended quantities

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	of spares for efficient maintenance of the equipment and the system for a period of 3 years to ensure that the reasonable availability is ensured. The details unit price and the total cost of recommended spares based on the above have been included in the tender as optional. The cost of such recommended not for tender evaluation.
38.0	**LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT**
38.1	The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment during life time. He shall also undertake to supply additional equipment required for replacement of expansion of the network that may become necessary due to additional traffic requirements. The price variation formula adopted in pricing such maintenance spares and additional supply that may be ordered in future shall be provided by mutual discussions.
38.2	The manufacturer shall guarantee that spare parts for the system shall be available for life cycle period. At least one year notice shall be given to the Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the Railways to assess the life time requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.
38.3	That the successful tenderer shall further guarantee that in case if he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the Railway, if and when required for the equipment to be fabricated or procure from other sources by the Railway.
39	**QUALITY ASSURANCE**
39.1	The tenderer shall submit alongwith the tender the quality assurance control, and inspection plan including full details of in-house quality assurance organization, procedure and documentation. During the manufacturing process, proper record shall be maintained for the inspection and tests carried out according to this plan.
40	**COMMISSIONING AND FINAL ACCEPTANCE TEST**
40.1	Railway shall carry out all tests as per the Technical Specifications and the Acceptance Test Schedule as furnished by the contractor and approved after consultation by the Railway. The test schedule furnished by the tenderer will be modified by mutual discussions between the contractor and the Railway before finalization. Any component, modules, sub-assemblies or equipment failing during the commissioning test shall be replaced / repaired free of cost by the tenderer.
40.2	All tests and measuring instruments and other arrangements required for final Acceptance Test shall be provided by the contractor at his cost.
40.3	The completion certificate in accordance with General Conditions of Contract, Technical Specifications and Special Condition of Contract shall only be issued by the Railway Engineer after the installation is satisfactorily commissioned.
41.	**MAINTENANCE PERIOD** (i) After the equipment has been installed and commissioned, the contractor shall be responsible for proper maintenance & supervision of the equipment for a period of one year from the date of commissioning. A skilled Engineer preferably of OEM shall be deployed at site of installation and continued till the installed equipment is fully stabilize and all leftover works are completed. (ii) The Engineer shall immediately attend the fault if any and rectify the fault free of cost during this period. (iii) A monthly maintenance plan shall be submitted by the tenderer to monitor the health of installed equipment by monitoring and recording relevant parameters.

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	(i)	An Engineer fully conversant with system installed shall visit the site of installation every month for monitoring and recording the relevant parameter of the installed equipment jointly with Railways.
	(ii)	In the event of failure, the Engineer shall attend and rectify the failure in a reasonable time.
	(iii)	The record of visit of Engineer and parameters of installed equipment shall be maintained by the executive at site.
	(iv)	For this purpose the contractor shall prepare a maintenance plan and the same shall be made available to maintenance Engineer who will guide and supervise the work of Railways maintenance staff. During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor at his cost.
	(v)	During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor as his cost.
	(vi)	The contractor shall be responsible to arrange any equipment or modules in addition to all the materials supplied against this contract as spares during commissioning to circumvent any delay in commissioning on this account.

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CHAPTER-6

EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURES –A to AC

1. ANNEXURE – A:-HISTORY SHEET OF THE TENDERER.
2. ANNEXURE - B:- Compliance of Eligibility criteria by the tenderer regarding execution of similar nature of work as mention in the tender document.
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6. ANNEXURE - F:- DETAILS OF WORKS COMPLETED DURING LAST THREE FINANCIAL YEARS and CURRENT YEAR BY THE TENDERER[s].
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22. ANNEXURE -V:- SOURCE FOR SPECIFICATIONS/DRAWINGS
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25.ANNEXURE -X:- GENERAL SPECIFICATION AND RAILWAYS REQUIREMENT

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32 ANNEXURE -ZA Insurance Surety Bond for Performance Security

33 ANNEXURE –ZB **Notice of Nomination of Two Arbitrators under Clause 64(3) (b) of IRGCC**

Reference Clause 64(3) (Annexure-XVII)

34 ANNEXURE –ZC

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EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURE – 'A'

HISTORY SHEET OF THE TENDERER

i]	Name of the Company	:
ii]	Address of Registered Office	:
	Phone: **Fax:** **e-mail ID:**	
iii]	Constitution of the Company/Firm	:
a]	Ownership particulars whether Private Ltd., Public Ltd., or Partnership firm or Proprietorship Firm or any other type duly supported by the documents such as Partnership Deed and Articles of constitution etc. as applicable.	:
b]	Name and address of collaborator[s]	:
c]	Nature of participation by collaborator[s] in share holding of the Company	:
d]	Extent and nature of proposed participation by collaborator[s] in execution of this work	:
iv]	Number of years the firm has been in operation in India under its present	:
v]	Any other information	

Signature of tenderer

Along with Seal

AJIT KUMAR Digitally signed by AJIT KUMAR DN: C=IN, O=AJIT KUMAR, CN=INDIAN RAILWAY, OU=EAST CENTRAL RAILWAY PATNA, ST=BIHAR, postalCode=800004, serialNumber=2a70b650af0a0ab775cdd10338a997a4ec1756a0f1f0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.20=8d3149a3a5d1e1ffdcd1a47034fc5d0534a2edafb8744c042dfb1f5449a8fb1d, 2.5.4.42=9d5ef078f1b1445f3f4aa1, 2.5.4.65=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.66=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.67=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.68=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.69=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.70=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.71=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.72=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.73=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.74=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.75=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.76=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.77=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.78=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.79=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.80=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.81=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.82=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.83=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.84=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.85=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.86=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.87=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.88=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.89=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.90=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.91=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.92=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.93=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.94=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.95=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.96=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.97=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.98=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.99=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.100=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.101=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.102=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.103=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e, 2.5.4.104=1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e0f1e,

EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURE – 'B'

Compliance of Eligibility criteria by the tenderer regarding execution of similar nature of work..

1. Name and style of the contractor with address [Present tenderer]
2. Name and scope of the work executed
3. Authority who have awarded the contract.
4. Full address of the authority under whom the contract was executed.
5. Whether it is a Govt. /Railway/Semi Govt. organization.
6. Contractual Agreement No. and date.
7. Value of the contract.

   [a] Original value of the contract.

   [b] Value of works executed and payment received

   [c] Last sanctioned agreemental value in Rs…….
8. [a] Date of award of contract.

   [b] Date of actual physical completion of work.
9. Details of copy of documents attached in support of completion of above similar single work.

   [a] Certificate No. and date.

   [b] Authority issued.
10. Declaration by the tenderer : I hereby declare that the information given above are true and the copy of the certificate enclosed is genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected and such liability will be compensated by me.

Name and signature of Tenderer

along with Seal.

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Avinash Yadav

EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURE – 'C'

Compliance of Eligibility criteria by the Tenderer regarding contractual payments received during the qualifying period i.e during the current financial year plus previous three financial years.

1. Name and style of the Tenderer with address [present tenderer]

2. Amount of contractual payment received as per the audited balance sheet of the contractor [Tenderer].

Year	**Amount of contractual payments received**	**Page Ref of Audited Balance Sheet**
Current financial year	Rs.	F/…….
3rd Previous financial year	Rs.	F/…….
2nd Previous financial year	Rs.	F/…….
1st Previous financial year	Rs.	F/…….
Total	Rs.	

3. **[i] Name :-**

[ii] address:-

[iii]Phone No:-

[iv] Fax No:-

[v] e-mail ID:-

[of the Chartered Accountant who have audited the balance sheet.]

4. Declaration by the tenderer: I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer

along with Seal.

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[CONSTRUCTION ORGANISATION]

ANNEXURE – 'D'

DETAILS OF CONSTRUCTION MACHINERIES, TOOLS and PLANTS, VEHICLES ETC. AVAILABLE ON HAND AND PROPOSED TO BE UTILIZED IN WORK

Sl. No.	Description of equipments	Number availabl-e [Owned/hired]	Date of purchase	Date of manuf-acture	Make	How driven [i. e] Petrol/ Diesel /electrical	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9

Signature of tenderer

Along with Seal

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Avinash Yadav

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[CONSTRUCTION ORGANISATION]

ANNEXURE – 'E'

DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND and PROPOSED TO BE ENGAGED IN WORK

Sl	N a m e	Age	Technical qualification[s]	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

Signature of tenderer

Along with Seal

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[CONSTRUCTION ORGANISATION]

ANNEXURE – ' F'

DETAILS OF WORKS COMPLETED DURING PREVIOUS THREE FINANCIAL YEARS and CURRENT YEAR BY THE TENDERER[s].

Sl	Name of the work with value of contract	**Full address of the authority under whom the work has been executed with Telephone No. and Fax No.**	Date of Award and Original completion period	Actual Date commencement and Actual Date of completion	Final value of contract in Rs.	Documentary proof of completion of work [enclose copies separately for each work and indicate Annexure No. in this column]
1	2	3	4	5	6	7

Signature of Tenderer

Along with Seal

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[CONSTRUCTION ORGANISATION]

ANNEXURE – ‘ G’

DETAILS OF WORKS ON HAND OF THE TENDERER[s]

Sl	Name of work	Total cost of contact value in Rs/-	Month and year of commen-cement	Date of award and Comple-tion period	Present progress		Full address of the authority under whom the work is being executed	Documentary proof [enclose copies of acceptance letter and proof regarding present progress etc. and indicate Annexure No. in this column]
					Financial	Physical		
1	2	3	4	5	6	7	8	9

Signature of tenderer

Along with seal

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EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURE – ' H'

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER[S] WITH TENDERER[S]

Sl	N a m e	Status with the tenderer	If working in Rly on the date of tendering, designation and place of posting	If retired on the date of tendering		
				Date of retirement	Status at retirement	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7

Signature of Tenderer

Along with Seal.

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[CONSTRUCTION ORGANISATION]

ANNEXURE – ' I'

LIST OF COURT CASES DURING PREVIOUS THREE FINANCIAL YEARS

Sl	Name of work	Value of work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/Present position of the case
1	2	3	4	5	6	7	8	9

Signature of tenderer

Along with Seal

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[CONSTRUCTION ORGANISATION]

ANNEXURE – 'J'

LIST OF ARBITRATION CASES DURING PREVIOUS THREE FINANCIAL YEARS.

Sl	Name of work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. if any	Brief reasons of disputes	Final/Present position of the case
1	2	3	4	5	6	7	8

Signature of Tenderer

Alongwith Seal

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Avinash Yadav

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[CONSTRUCTION ORGANISATION]

ANNEXURE – 'K'

BROAD PLAN OF EXECUTION OF THIS WORK WITHIN THE STIPULATED COMPLETION PERIOD

Sl.No	Activity	Period of completion in months

Signature of Tenderer

Along with Seal

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EAST CENTRAL RAILWAY

[CONSTRUCTION ORGANISATION]

ANNEXURE – 'L-1'

OTHER CREDENTIALS/FACILITIES OF THE FIRM/CONTRACTOR [WHICH ARE NOT COVERED IN ANNEXURE-A TO ANNEXURE – K]

Signature of Tenderer

Along with Seal.

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Annexure –L-2

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)

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ANNEXURE – M

BANK GUARANTEE OTHER THAN P.G.
(ON STAMP PAPER OF REQUISITE VALUE)

To,
The President of India,
acting through
The Chief Signal & Telecom. Engineer (Con)
East Central Railway,
Mahendrughat, Patna

Whereas..... (here-in-after called the contractor) have entered into a contract with the President of India acting through the Chief Signal & Telecom. Engineer (Con) East Central Railway / Mahendrughat, Patna (here-in-after called the Railway vide contract agreement no ..... whereas the Railway has agreed to issue to contractor as the provision of the contract the signalling /telecom. materials and to use them exclusively for the purpose for which they have been issued. The contractor further undertakes to fully Account for all the signalling/telecom. materials at regular intervals as may be prescribed by the Railway as also when otherwise so demanded by the Railway and return all unused cables and other materials arising as per the provision of the contract. The contractor further agrees that they will give all the facilities to the Railway for physical verification of the signalling/telecom. Materials whenever so directed by the Railway.

By this Bank Guarantee, we, …… undertake to keep the Railway indemnified against any loss or damage which they may suffer by default of the contractor in fulfillment of the above conditions.

Further, we, the contractor, are bound to the Railway or their successor and as signs in the sum of Rs…….... /- .

Signed and delivered by ourselves on this .....day of .... 201….

Place .....Signature .....

Date .....Witness .....

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ANNEXURE-N

STANDING INDEMNITY BOND

(FOR ON ACCOUNT PAYMENTS & STORES SUPPLIED BY RLYS.)

(On Stamp paper of Requisite Value)

We, M/s..... hereby undertake that we hold at our stores Depot/s at ..... for and on behalf of the President of India in the premises through the General Manager or his successor, East Central Railway (herein after referred to as "the Purchaser") all materials for which "On Account" payments have been made to us against the contract for ----------
---

---**of East Central Railway** vide letter of Acceptance of Tender No..... Dated ..... and the materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any Officer authorized by the Chief Signal and Telecom. Engineer/con, East Central Railway, Mahendrughat, Patna

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage if any along with

the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation there for would be made by the President of India acting through the Chief Signal & Telecom. Engineer/East Central Railway/Hajipur or his authorized nominee shall be final and binding upon us.

Dated this ..... day of ....., 201

for and on behalf of

M/s ..... (Contractor)

Signature of Witness :

Name of Witness in block letters :

Address :

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ANNEXURE-O

MATERIALS DECLARATION FORM

For receiving materials from the Railways by the Firm.

"I/We hereby solemnly declare that the ……..(Material) obtained is required for the purpose of Manufacturing ……(finished product) against Contract Agreement No…… dated…….The ……..(material) will not be utilized for any other purposes or otherwise disposed of without the prior approval of the president of India/Railways or his nominee"

Note:- This Performa is only for guidance and may be changed/amended at any stage at the discretion of Engineer. This is to be submitted on stamp paper of appropriate value at the Contractor's cost.

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ANNEXURE-P

PROFORMA FOR THE WORK PERFORMANCE GUARANTEE

To
The President of India,

I/We..... hereby guarantee that the design on the basis of which we have submitted our Tender No..... has been carefully made to confirm to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the
of the equipment and/or work, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realise the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India for providing the additional inputs under the System guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 8 months from the date on which this guarantee is invoked by the Purchaser.

(Signature of firm's authorised Officer)

Seal :

Signature of Witness :
1.....

2.....

AJIT KUMAR
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Avinash Yadav

ANNEXURE-Q

CERTIFICATE
of
Joint Inspection of Cable Trench & Protective Works

1. The cable trench/chase including ducts, pipes etc. arrangements enroute has been jointly inspected by us on the following sections and the work has been done according to the specifications. The laying of cable can be taken on these sections after the deficiencies noted below are rectified and offered for further check.

2.

Sl.No.	From KM.	To KM.	Remarks/Deficiency if any

3. The following Joints have been jointly supervised and provided as per manufacturer's instructions and it is confirmed that all the materials or kit have been used up.

Sl.No.	Type of Joint	Location(KM. No.)	Remarks/Deficiency if any

Signature of Contractor's Representative with Designation

Signature of Purchaser's Representative with Designation

AJIT KUMAR

PANKAJ KUMAR SINHA

Avinash Yadav

ANNEXURE-R

RECEIPT CERTIFICATE (FOR SUPPLY ONLY)

From: Sr. Section Engineer/Section Engineer(Signal/ Works

East Central Railway,

No. Date:

1	Contract No	
2	Name of Work	
3	Item No. As in Rate Schedule	
4	Description of Item.	
5	Material inspected by :	
6	Dispatch particular & date	
7	Quantity as per dispatch particular	
8	Quantity received	
9	Quantity short received	
10	Condition of Stores Received	
11	Name of Firm & Address	
12	Place of receipt	
13	Date of receipt	
14	Ledger No.	
15	Name & designation of Stores In-charge	

Signature of Stores-in-Charge

AJIT KUMAR

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Avinash Yadav

ANNEXURE-S

EXTENSION OF PERIOD OF COMPLETION OF WORK
ON CONTRACTOR'S ACCOUNT

(Regd. With A/D)

No. Date :

To

.....

.....

.....

Sub : (i) ..... (Name of Work)

(ii)Acceptance Letter No. .....

(iii) Undertaking / Agreement No. .....

Ref : ..... (Quote specific application of the Contractor for extension to date, received)

Dear Sir,

The stipulated date for completion of the work mentioned above is/was..... However, the work is/was not completed on this date.

Expecting that you may be able to complete the work if some more time is given and in consideration of your Letter No....., the General Manager (or his successor) on behalf of the president of India, although not bound to do so, hereby extends the time for completion from ..... to .....

Please note that liquidated damages @1/2% per week or part thereof of the entire contract value will be recovered for delay in the completion of the work after the expiry of (1) ..... (give here the stipulated date for completion without any penalty fixed earlier) from you as mentioned in *Para 19.1* of the General Conditions of Contract for the extended period.

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

Please note that in the event of 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 (2)..... (here mention the extended date), further action will be taken in terms of relevant para of Conditions of Contract (Clause 62).

Yours faithfully,

For& on behalf of President of India.

Note :-

1. Give here the stipulated date for completion without any penalty fixed earlier.
2. Here mention the extended date.

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ANNEXURE-T

EXTENSION OF PERIOD OF COMPLETION OF WORK

No. Date :

To

.....

Dear Sirs,

Sub : (i) ..... (Name of work)

(ii) Acceptance Letter No.....

(iii) Undertaking/Agreement No.....

Ref : ..... (quote specific application of the Contractor for extension to the date, if received) .

The stipulated date for completion of subject work under the above contract was..... In consideration of the Contractor's Letter No....., The General Manager (or his successor) on behalf of the President of India, is pleased to grant extension of the time for completion of works without liquidated damages under *Para 19.2* of General Conditions of Contract for the contract as mentioned below :

"....."

It may be noted that unless repugnant to the context, all the terms and conditions of the Contract will remain unaltered during the extended period from ..... to ..... also, and further no increased additional rates and claims of recoveries which have not been already envisaged in terms of the conditions of the Contract will be livable either by you or by the purchaser in respect of this extended period.

Yours faithfully,

( )

for and on behalf of President of India

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ANNEXURE-U

ACKNOWLEDGEMENT
FOR RECEIVING MATERIALS AND CABLES FROM RAILWAY

STATION :
DATE :

Sub :-Receipt of Materials /Cable from Railway.

It is hereby acknowledged that the following material / and cable as detailed have been received in full and good condition by me on..... at ..... for the work coming under the Agreement No..... dated .....

Sl.No. and cable	Description of Material	Quantity (Meter/Nos.)	Remarks if any

Witnessed by :-

(Signature of Purchaser's Representativewith Designation)

(Signature of Contractor or Contractor's Representative)

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ANNEXURE-V

Source for Specifications / Drawings

S. No.	Drawings / Specifications	Source
1	IRS Drawings and Specification	Director General, R.D.S.O., Lucknow
2	TEC Drawings & specifications	Telecommunications Engineering Centre, KurshidLalBhawan, Janpath, New Delhi - 110 001.
3	Standard Specifications (BSS & ISS, etc.)	Indian Standard Institution, 9, Mathura Road, New Delhi.
4	Railway Publications such as Railway Rules, Codes and Practices, etc.	Government of India, Ministry of Railways, Rail Bhawan, New-Delhi.
5	Eastern Railway Drawings	Chief Signal & Telecom. Engineer, 17, Netaji subhas Road, 3rd floor, Kolkata - 700 001. CSTE/Con, East Central Railway, Mahendrughat, Patna.
6	Central Government Laws and Acts	Government of India, Ministry of Information, Publications Division, Tilak Road, New-Delhi.
7	Manual of Instructions for Installation of S&T Equipment 25 KV 50 C/S single phase Electrified section	Director General, R.D.S.O., Lucknow

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ANNEXURE-W1

SUB: SPECIFICATION FOR INSTALLATION OF CABLE ROUTES

(Authority : CSTE/ER's Technical Circular No:- 30)

1.0 **SCOPE:**

1.1 This Specification covers the basic requirement for cable laying in an area where signal control circuits are carried in cables. They do not include particular requirements of any type of Signaling or the particular requirement of a Geographical area.

2. **GENERAL:**

a. The contractor shall provide and install all cable routes, where referred to as main or subsidiary.

b. The design of the cable route material (Trucking, brick covering, cover slabs, marker posts etc) shall be as laid down in these specifications. Any alterations should have the specific approval of the Engineer-in-Charge.

c. Where it is necessary to provide or conduct underline crossings, these will be installed by the Railways' Civil Engineering Staff. If cable bridges are found to be necessary, under special circumstances, these also will be provided by the Railway.

d. Where required in Platforms, the Railway will provide routes ducts and access chambers.

e. The Railway will negotiate any way leaves for cable routes which lie outside the Railway Boundary.

f. The Contractor shall ensure that the complete cable route is available by the stipulated date. The Contractor shall co-operate as far as possible, in laying the signaling cables at the same time as the Telecommunication Cables or any other type of under ground cable, in order to reduce the number of occasions on which covers on the cable route are disturbed or to avoid digging of a separate trench for the Telecommunication cable.

g. Some subsidiary routes may not be definable until later stages of planning but the contractor shall install these as may be found necessary and additional payment for such cases shall be the subject of negotiation.

3. **TYPE OF MAIN CABLE ROUTES:-**

a. **Signaling Cables:**

Unless otherwise stated specifically, Signaling cables shall be laid as follows :-

i. Signaling Cables should normally be buried direct in the ground. However, where special conditions exist such as in vulnerable areas or in the Suburban section, other methods as listed below may be adopted. Within the station yards between Home Signals, the cable laid underground shall be protected by bricks laid width wise on the cables after the cables have been covered by a layer of 150 mm. of stone free earth.

ii. In the case of suburban section, RCC trunking or RCC pipe shall be laid at surface level throughout. However, if disturbance due to theft is anticipated, the trunking shall be laid with the top of the cover 300 mm. below the ground level.

iii. In vulnerable areas of non-suburban section or in major yards the method-(ii) above may be adopted.

iv. In cases like bridges, culverts, platforms, tracks & Level crossings, special arrangement as described in relevant paras shall be provided.

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v. Where specifically required, full round or half round pipes of RCC Asbestos Cement, Polythene, Fibre glass, Pitch Fibre or Metal may be used.

b. **Telecommunication Cables:**

Unless otherwise stated in specification, Telecommunication main or subsidiary cables shall be laid as follows:-

i. Within the Station yards between Home Signals on other than suburban section cables shall be laid in RCC trunking. Where convenient, the cables may be laid in the same trunking along with signalling cables but in a separate compartment.

ii. Beyond Home Signals on other than Suburban section, the cables shall be laid under ground. Where the cables are laid along with signalling cables or where disturbance due to digging expected, RCC covers shall be laid over the cables as protection.

iii. In the case of Suburban section, the cables shall be laid in RCC trunking throughout. Where convenient the cables may be laid in the same trunking along with signalling cables, but in a separate compartment. If disturbance due to theft is anticipated, the trunking shall be laid with the top of the cover 300 mm. below ground level.

iv. Where it is not convenient to use trunking at surface level between Home Signals, the cables may be buried underground and RCC covers provided as a protection.

v. In case like Bridges, Culverts, Platform, Track and Level Crossings, Special arrangements shall be provided.

vi. Where Telecommunication cable is laid in the same trunk as Signalling cable, the two types of cable shall be separated by 200mm. by a brick placed at intervals of 2 metres. The Telecommunication cable shall be provided on the field side and in addition be provided with suitable identifying marks near each brick.

vii. When specified full round or half round pieces of RCC, Asbestos Cement, Polythene, Fibre chips, Pitch Fibre or Metal may be used.

4. **BURIED ROUTES :-**

a. Where cables are required to be buried direct in the ground, this shall be done at a minimum depth of 800mm from the ground level to the bottom of the trench.

b. Where the route is being installed on an uneven ground, reasonably long sections of consistent grading shall be dug, rather than following every un-dulation of the ground.

c. Normally the trench shall be dug at a distance of 3100 mm from the centre of the track to centre of the trench.

d. The size of the trench shall be sufficient to accommodate all the Signalling cables to be installed and shall allow for the laying at the time of the Signalling cables of one Telecommunication cable approximately 50mm in diameter.

e. Where excavation is being carried out adjacent to the track, soil shall not be placed on the walking ease. Excavation must be suitably protected where necessary e.g. at places where public or staff of the Railway have authorized access.

f. The bottom of the trench shall be reasonably compacted and levelled with a view to obviating voids forming under the cables.

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g. Where required concrete cover slabs in accordance with approved samples or design shall be provided throughout the width sufficient to overlap the group of cables by at least 50mm on either side.

h. Where specified, the cables shall be covered with 'A' class bricks placed width wise, approximately 9 bricks per metre. Before placing the bricks, the cables shall be covered with 150 mm of fine stone free earth.

I. If at any place, excavation is necessary within 2200 mm. of the nearest running rail, the permission of the Divisional Engineer shall be obtained before the work is started, and any stipulations that he may make with regard to protection of the excavation or track must be strictly observed.

j. The attention of the Sr. DSTE/DSTE/ASTE shall be drawn to any unusual ground found during the excavation i.e. rough ashes or water logged ground. Sand filling or any other treatment as he considers necessary shall be done.

k. The back filling will normally take up all soil but if at any place it is necessary to dispose of any soil this shall be done.

l. The line of the cable route shall be indicated by concrete or steel posts of approved design fixed at a minimum spacing of one Telegraph post or OHE mast or any intermediate points where deviations or branch routes are made.

m. Location boxes will be situated adjacent to the track and where it is necessary to bring cables from the main route to those locations, they shall be buried in the cutting or embankment slopes as specified above. The method of entry into the Location Box base shall be in accordance with the approved drawings.

5. **GROUND LEVEL ROUTE: RE-INFORCED CONCRETE TRUNKING :**

a. Unless otherwise stated the main cable route shall comprise concrete trunking laid in the ground so that the top of the trunking (less lid) is 30 mm. above mean ground level except where instructed by the Sr. DSTE/DSTE to the contrary. In general a single route shall be installed. Sufficient room in the cable route to accommodate one Telecommunication cable approximately 50 mm. dia shall be allowed.

b. Unless specified otherwise, only re-enforced concrete trunking shall be used. The trunking shall be as per the approved design or approved sample.

c. The units shall be placed together with a good butt joint.

d. Grouting between units shall not normally be necessary , but where this may be considered desirable it shall be performed so that the duct is rendered with a smooth face across the joint. Grouting shall also be carried out in this manner where it may be necessary to make slight bends in the route by placing the units at a slight angle at each other. In these cases special lead shall be cast at site to suit the angle of bend of the route.

e. The covers shall be laid so that their joints are mid-way along the duct sections and the completed route shall be left free of ballast or other extraneous material.

6. **ARRANGEMENTS FOR CABLES CROSSING TRACKS AND FOR SUBSIDIARY CABLES:**

a. Where main cable route crosses the track(s), the Railway will provide an underline crossing and necessary manholes connected therewith. The contractor shall arrange to connect the cable route he is providing to the underline crossing

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at the entrance/exit manholes. Not more than two cables shall be drawn through any pipe and where more cables are to be laid additional pipes shall be installed.

b. For subsidiary cables crossing the track(s) the contractor shall provide and install a surface trunking route. This surface trunking shall not exceed an overall decision of 100 mm. X 100 mm. and shall be constructed of Metal or Fibre glass. The trunking shall be closed box cross section and shall be sited centrally in sleeper bays. The contractor shall state in his tender the type of cable trunking proposed for track crossing routes which type shall be subjected to the approval of the Sr.DSTE/DSTE.

c. As an alternative to Mental or Fibre glass, Pitch Fibre pipes of Polyethylene tube of 75 mm. internal dia. and 2 mm. wall thickness (Hestalen or similar) may be used.

d. The pipe of trunking shall be secured at either end and also in the centre to prevent movement.

7. **CABLE ROUTES ACCROSS ROADS:**

a. When a cable laid underground crosses a road a RCC or CI pipe should be used. The pipe should be anchored at the ends and project 12 mtr. on either side of the edges of the road .

b. For crossing a cable laid in surface trunking, the trunking alignment should be curved down to meet the pipe .A proper brick or concrete joint should be made between the pipe and the trunking .

8. **CABLE ROUTES OVER STEEL BRIDGES:**

a. For laying cables along steel bridges, steel pipes or trunking is used which is carried on channels securely anchored to the girders. In case more than one cable is laid, the steel pipe or trunking shall be large enough to contain all the cables.

b. Where cables are carried over Bridges subject to severe vibrations, the trunking shall be filled with suitable shock absorbing materials such as sand or soft compound or insul wool.

c. The trunking should be fitted on top with bituminous compound as an anti theft measure and to prevent overheating of the cable.

9. **CABLE ROUTES OVER RCC OR MASONARY CULVERTS:**

For laying cables along culverts, a brick channel should be built along top of the parapet wall or by the side. Alternatively a RCC or steel pipe should be laid on the bed of the culvert along the side of the parapet. The arrangement adopted should have the approval of the Engineering Department.

10. **CABLE ROUTES ON ROCKY SOIL OR ON PLATFORMS:**

Cable shall be laid in chassis cut in the rock or concrete platform. Sharp edges on the sides should be smoothened out and bottom of the chassis levelled by cement plaster. The size and shape of the chassis shall be as per the approved design.

11. **CABLES LAY ALONGSIDE PLATFORMS:**

The edge of the platform where cables will come in contact shall be cement plastered to avoid damage to the sheath .After the cables are laid, half round RCC, Asbestos, Fibre Glass or Metal pipes shall be provided covering the cable. The pipes shall be supported by special clamps to be approved by the Sr. DSTE/DSTE. The Contractor shall state in his tender the type of protective pipe going to be used.

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ANNEXURE-W2

LAYING OF SIGNALLING CABLES

(Authority: CSTE's Technical Circular No.39)

Introduction:

Life and performance of a signaling cable depend to a large extent on the care taken in installation the cable and its jointing. It has been observed that adequate care is not being exercised in handling and laying the cable as a result of which such cables have developed faults within a few months of their installation.

The following instructions are accordingly issued for laying down a uniform practice for correct procedure of laying signalling cables which should be followed by all concerned. Whenever laying of cables is entrusted to contractors, these instructions should be brought home to them as special conditions in the tender paper. While supervising the cable laying work to be done by the contractor, the field inspectors and officers shall ensure compliance:

1. **Planning:**

1.1.1 While planning for cabling on a route, the number of conductors required, depending upon the circuits required should be first determined.

1.1.2 Spare conductors to a minimum of 20% of the total conductors used shall be provided in each cable between the outermost facing point and minimum of 10% of the total conductors, in each cable between the point area and outer-most signals.

1.1.3 Where a number of cables have been laid along a route, the circuits shall be so distributed that cables can be disconnected for maintenance purpose with the least possible dislocation to traffic. In a double line station, it will be preferable to use separate cables for UP and DN line.

1.1.4 After deciding the size and number of conductors in the different types of cables to be used on a route, a foot by foot survey along the track should be done to determine best route for the cable.

1.1.5 The desired route should be shown clearly on a cable route plan, showing the actual alignment of track, giving offsets from permanent way or permanent structures. The diagram should preferably indicate the various road and track crossing with power cables, water and sewage mains and other points of importance.

1.1.6 A cable core distribution plan should be drawn in respect of each installation. In the case of core distribution plan, all the cables should be numbered in ascending order from right hand side of the plan. If there be necessity to lay any extra cable higher numbers can be used without disturbing the existing numbering arrangement. The cables are numbered as follows : say the number is 0112(4) the extreme left two digits 01 - indicates Cable No. 1, the next two digits 12 - indicates Total no. of the cores of the cable ; the digit in bracket (4) - indicate the No. of spare core is available.

The tail cable is also numbered in the similar fashion with the insertion of the letter 'T' after the extreme left two digits.

1.1.7 All the cables should be given distinctive numbers when the cables are initially laid. The number should be punched on a lead sleeve and the sleeve should wrapped round the cable every 3 Mtrs. The numbering should be in a row at one place and not put haphazardly.

1.1.8 Circuit route termination chart should be drawn in respect of each circuit starting from begining to end. The route of circuit should be shown in each location but concerning it.

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All the cores of the existing cable should be numbered with plastic markers. These markers should generally tally with the terminal numbers. This core numbering is essential so that under no circumstances a wrong connection can take place.

2.0 Cable Laid Underground:

2.1 Cable should be laid underground, either directly in the trench, in ducts, in cement troughs or in pipes.

2.2 Laying the Cables in Ducts:

2.2.1 In yards where a large number of cables are required to be laid in connection with Panel/RRI Installation, the cables may be laid in RCC Ducts or Brick Channels with removable top cover. In such cases the cable shall be laid in a serial order with one or two rows as necessary taking care to avoid crossing of the cable inside the duct and at the entry to the cable termination room. The location of cable duct should be so decided that in case of derailment there is no possibility of damage of the cable inside the duct by the derailed vehicles.

2.2.2 Laying of the cables inside the ducts is subject to a special check to ensure that the area is not theft prone.

2.2.3 The ducts shall have suitable covers capable of being removed for inspection.

2.2.4 Whenever the cable is laid in the duct there shall be holes on the bottom of the ducts for draining away any water that may collect.

2.2.5 Ducts shall be kept close to the surface of the ground so that the cover can be removed easily without digging the earth.

2.2.6 When cables are laid in rocky areas, it is desirable to protect them with split RCC Duct.

2.2.7 Where several cables of different categories have to be laid in the same trench, they shall be placed as far as possible in the following order starting from the main track side, so that in the event of failures the maintenance staff may easily recognise the damaged cables.

i) Derivation Cable for Axle Counter.

ii) Signalling Cable or Cables.

iii) L .T. Power Cables (less than 660 Volts) (if necessary).

2.2.8 Telecom. cable or cables belonging to Deptt. of Telecom. (DOT) or cables or Electrical Department must not be laid in the same trench along with Signal Cables. However, laying of derivation cable for Axle Counter and L.T. Power Cable for signalling circuit is permitted in the same trench along with signal cable. However, laying of derivation cables along with signalling cable as a special case. The signalling cables must be separated from Power Cables by a row of bricks between them.

3.0 **Installation:**

3.1 **Testing of Cable before Laying:**

3.1.1 Before the cable is laid, visual inspection of cable shall be made and it shall be tested for insulation and continuity of the cores.

3.1.2 Bedding and armouring shall also be inspected to see that there has been no damage during transit or in storage.

3.1.3 Before the cable is unwound from the drum, its insulation must be measured after removing the end seals. No cable having insulation lower than that specified in the specification shall be laid.

Paying out the Cables:

3.1.4 For paying out cables, the cable drum shall be mounted on cable wheels.

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3.1.5 The drum on the wheel shall be brought to one end of the trench and the end of the cable freed and laid in the trench.

3.1.6 The cable wheel shall then be drawn along the road or track.

3.1.7 A party of labours shall follow the drum and guide the cable from the road into the trench carefully so that the cable is not damaged or bent unduly.

3.1.8 In cases where the wheels are not available, the drums shall be mounted on an axle at one end of the trench and cable paid out and carried by labours.

3.1.9 In no case, shall the drum be rolled off on to the road for laying the cable and the cable dragged on the ground for laying purposes.

3.1.10 It should be ensured that no Kink is formed while paying out the cable.

3.1.11 In no case shall the cable drum be laid flat on the ground and cable unrolled from the drum by twisting the cable. The Procedure may cause permanent damage to the cable.

Laying :

3.2 Cables shall be laid generally as per standard instructions. Special precautions shall be taken in the station yards etc. where a number of other utilizes may be existing.

3.2.1 The cable laid parallel to the track and between home signal of a station shall be laid at a depth of 1 meter. Cable laid across the track shall be 1 meter below the rail flanges. Cable laid beyond the home signal in a yard, Automatic signals area or IBS or level crossing gates must be at a depth of 1.2 meter. At station yards which are theft prone, the cable shall be laid at 1.2 meter depth.

3.2.2 The width of the cable trench shall normally be 0.3 meter. The bottom of the cable trench shall be levelled and got rid of any sharp materials.

A layer of sieved earth or sand of 0.075 meter (3″) thickness shall be spread over the ground before laying the cable. The cable shall be covered with a layer of sand or sieved earth of 0.075 meter (3″) thickness.

Laying of Bricks (fully burnt country bricks):

Whenever Power Cables are laid along with other cables, bricks are to be laid between the Power Cable and other cables for separation at the rate of 5 bricks per meter, placed lengthwise.

Bricks shall be laid over the cables laid, at the rate of 10 bricks per running meter, placed breadth wise.

There shall be no gap between successive bricks.

3.2.3 **Cable Crossing:**

3.2.4 When a cable has to cross the track, it should be ensured that:

i) The cable crosses the track at right angles.

ii) The cable does not cross the track under points and crossing and

iii) The cable is laid in concrete/GI/CI pipes or suitable ducts while crossing the track

iv) In no case Cable should be laid without ends having been sealed to avoid water entering through bare end and damaging the cables.

3.2.5 When cables have to be laid along culverts they shall be suitably protected and supported. These shall be taken either (a) on the culvert through G.I. pipe not less than 2″ dia or (b) taken in the bed of the culvert provided the river or gutter remains dry most of the season. When taking cable through pipe along the bridge, it should be suitably supported. In addition the entry and exit ends of the cable from the pipe to the diversion

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point of the cable shall be laid in concrete duct this being the most vulnerable portion of the cable run.

Note : Extreme care should be taken to ensure that outer PVC insulation and armouring of the cable are not damaged while taking cables through pipes. Size of the pipe should be to cater to the number of cables laid.

3.2.6 When cables have to be laid along a metallic bridge, they should be placed inside a metallic trough which may be filled as an anti- theft measure with sealing compound. The cable should be supported across the bridge in a manner which would involve minimum vibration to the cable and which will facilitate maintenance work. In AC electrified areas where suitable return path may not available for traction current; an additional thick conductor must be laid along with signaling cable and should be earthed at both ends. At extra length of about 6 metre should be kept at both ends in the form of coils in case it is laid along culvert or bridge.

3.2.7 In theft-prone areas cable markers must not be provided but the route plan should clearly indicate the offsets from reference marks.

3.2.8 While laying the cables in accordance with the above instructions, the following precautions should be adhered to for the safety of the track:

I) Outside the station limits, the trenches shall preferably be dug at a distance not less than 3 metre from the centre of the track, width of the trench being outside the 3 metres distance.

ii) At each end of the main cable, an extra loop length of not less than 5 metres shall be kept.

3.2.9 It is desirable that the excavation of the trenches is not done in long lengths and does not remain uncovered overnight. It is preferable that trenches are dug, cable laid and refilling done on the same day.

3.2.10 The inspecting official, who supervises the excavation work, shall have the shoring materials ready in hand, so that in banks where ashes or loose materials are encountered, shoring can be adopted.

3.2.11 Back filling of the trench should be done properly rammed and consolidated.

3.2.12 During excavation, the earth of the trenches shall be not be thrown on the ballast. The earth shall be thrown by the side of the trenches away from the track.

3.2.13 In places where cable are to be laid close to the track, through preliminary digging up to 0.50 metre may be done excavation to the full depth should be done only just before the laying of the cables in presence of an official from Engineering Department, Caution order, messages may be issued wherever considered necessary.

3.2.14 The work shall be supervised at site personally by an official of the Signal & Telecommunication Department not below the rank of Junior Engineer(Signal)/Gr.II.

3.2.15 **Jointing of Cables in 25 KV AC Electrified Area:**

When underground straight through joints are made, special care must be taken to maintain the electrical continuity of the sheath and armouring. For jointing PVC cables, EPOXY cable jointing kit similar to M-Seal Kit No. S/II, S/III & S/V should be used.

4.0 **Junction Box:**

Precautions to be taken for installation of junction boxes are indicated below.

a) The installation of junction boxes for cable terminations are to be restricted strictly between the Home Signals of a station.

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b) The junction boxes should only be installed where different conductor capacities of cables are to be put through or for connecting main cable to the tail cables.

c) For putting through two main cables of similar conductor capacities, only underground joints are to be made. Underground joints must be Epoxy joint to similar to M-Seal type.

d) Beyond the Home Signal of a station where termination of the main cables are required for connecting to track point or signal control, location boxes only should be installed and not junction boxes.

e) The cable leading into the junction box suitably protected by GI pipes.

f) The bolt heads of the junction box covers shall be invariably riveted.

5.0 Cables leading to Signal Post :

Cables leading to the signal posts should be taken through the post if the signal post is tubular. In case of any other type of signal posts such as lattice type or joint type, cables should be taken through pipes.

6.0 Cables leading to Cabin/Station Building/Relay Room/Goomties :

6.1 In case of cables leading to Cabins/Station Building/Relay Rooms/Goomties the floor of which are considerably higher, they should be taken through GI pipes by giving off sets. A number of cables should not be tightly filled in one pipe. Extreme care should be taken that outer PVC insulation or armour of the cable is not damaged while these are taken through GI pipes.

6.2 In the Cabin/Relay Room/Goomties/Location Hut the entry point of cable from the outdoor should be protected by suitably masonry and plaster to guard against physical damage as well as entry of water and insects.

The area enclosing the base of the cable should be filled up with layer of sand. In addition a thin layer of cement plaster with good top finish should be provided. The cement plaster layer should be such that in case of necessity, the same can be easily broken for repair of cables or for laying additional cables.

This arrangement is to be adopted in respect of both existing and future installation.

7.0 **Maintenance:**

7.1 Cable routes should be checked by walking along the route to ensure that there is no feasibility of cable exposure on account of any excavation work over the cable route or due to soil erosion. If necessary, earth work to be done over the cable route to ensure that there is no possibility of accumulation of rain water over the cable route due to the formation of drain on account of shrinkage of soil. The cable route should be checked at least once in a month.

The cable route should also be kept free from jungle growth, etc., so that in case of necessity, excavation work can be undertaken by S&T staff without difficulty.

7.2 Should an existing cable be exposed due to making of a drain, the same should be protected by two channels of irons of adequate length to cover the exposed length. The channel irons should be firmly secured with clamps and riveted with bolts. The inter distance between two clamps should not exceed one metre. The end of the channels should be concreted.

7.3 Should there be heavy soil erosion over a portion of cable route and it is not possible to cover the same with earth, the effected portion of the cable route should be concreted taking precaution that the cable is not damaged on account of concreting.

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7.4 Before any excavation work is undertaken by Engineering or S&T officials affecting the cable route, signalling staff should be posted at site to guide the excavating party so that the cable is not exposed or damaged. It must be ensured that such excavation work is not undertaken by any party without the express permission of the concerned Signal Inspector. copies of the cable route plan should be given to IOW, PWI, Electrical Foreman etc. as necessary so that possibility of damage to cable by inadvertent excavation is avoided. The path for diversion of cable shall be decided by the maintenance inspector after a joint inspection.

The cost of Damages, if done, to the existing cables shall be DEBITED TO AGENCY CARRYING OUT THE WORK through the executive officials.

8.0 **Measurement of Insulation Resistance of the Cable**:

The insulation resistance of the Main Cable should be measured at least once in a year. The insulation resistance of Tail Cable should be measured at least once in a six months.

The insulation resistance should be measured strictly as per procedure mentioned in CSTE's Technical Circular No.: 33. The test results should be recorded in a register according to the Performa supplied along with above circular. The defective cable, if any, should be rectified at the earliest. The details of all joints in a cable should also be mentioned in the register in addition to mentioning them in the cable route plan.

Note

9.0 The JPO for procedure for undertaking digging work in the vicinity of Signalling, Electrical and

Telecommunication cables should be followed. (Copy attached)

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ANNEXURE-X

GENERAL SPECIFICATIONS AND RAILWAY'S REQUIREMENTS

	Please note that a clause-by-clause compliance/deviation statement has to be submitted by the bidder mentioning specifically the page no. of his offer file on which the documentary evidence of their compliance of the concerned clause is placed
1.0	**SCOPE OF THE WORK :** Mentioned in TOP SHEET and Schedule of work.
1.3	Supply, Installation and commissioning of Electronic Interlocking at above stations as per approved Signal Interlocking Plan.
1.3.1	Supply of EI equipment complete (Hot standby configuration) conforming to RDSO Spec. No. RDSO/SPN/192/2019, Version 2.0 with latest amendment or RDSO/SPN/203/2011 with latest amendment for large yard or latest amendment & directive issued by Railway Board & RDSO as applicable on the date of supply/installation of the EI equipment.
1.3.2	PC based operator console with VDU Mention in Schedule-6 for all stations of industrial grade or higher as per yard requirement, Embedded Industrial Grade fan less PCs should be of rugged and reliable type like MOXA series V 2406, Kontron MPCX28R, MEN BC50M or similar with compact flash drives in non-AC and in normal environment to be used. Minimum requirement of Embedded PC for EI shall be as per RDSO TAN STA/E/TAN/3007 version 1.0 dt. 02.11.2012 with stand by and both VDU should be connected by separate Optical fiber.
1.3.3	Complete interface equipment between EI & outdoor gears and EI and dual VDU.
1.3.4	Power Supply equipment's as per specifications
1.3.5	Technician terminal with VDU Mentioned in Schedule-6, keyboard, printer as per RDSO TAN STA/E/TAN/3007 version 1.0 dt. 02.11.2012 with latest amendments or latest specifications for the same.
1.3.6	Inter connecting cables between equipment's to equipment's and equipment to racks.
1.3.7	Measuring instruments required for installation, testing & commissioning (General and EI specific, both).
1.3.8	Any other material/equipment/accessories required for installation & commissioning of the complete EI system to function efficiently, including supply of protocol converter, if required, for interfacing of external Data Logger with EI System.
1.3.9	Supply of signalling materials as per schedule of works.
1.3	**SERVICES** Installation, testing and commissioning of signaling system including transportation of all the equipment's to site of installation from Store of Sr. Sec. Engineer./Sig./Tele/C/concerned or any other Railway stores. Training of Railway personnel at manufacturers' premises in India or Abroad, as applicable. a) Complete documentation as per Special Conditions of Contract and schedule of works. b) Maintenance supervision of indoor installation for one year after commissioning under the charge of the Railway's personnel. c) For maintenance rendered by the contractor beyond warranty period payment will be made after full satisfaction of Railway Administration on Pro-forma invoice duly certified by Railway Engineer.
1.4	Any alteration in the Interlocking Plan to be done during the course of execution of this work shall be carried out by the Contractor expeditiously without any extra cost wherever

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	additional equipment is not required. In case of increase/change in quantity of equipment, design & circuit alteration shall be done without extra cost whereas additional equipment cost may be paid.
1.5	The supply of materials shall be as per schedule of work. This includes supply of EI equipment complete (Hot standby configuration) with all sub-systems like CPUs and all the requisite cards of the EI system, necessary interface equipment with field signaling gears, relays and relay racks or electronic field interface equipment/object controller for interface with the field signaling gears, maintenance terminals with VDUs of industrial grade, keyboards and printers, power supply equipment's, etc. The contractor will ensure adequate protection of SSI/EI equipment's against lightening and surges.
1.6	Tenderer should note that the interface equipment/device to the field signaling gears and VDU panels to be supplied should be complete and compatible with the signaling equipment, in use for Relay Interlocking on East Central Railway. The contractor shall ensure that the interface equipment's match with the outdoor signaling equipment provided, be it through provision of any additional equipment required and/or any work required to be done.
1.7	The complete interlocking system shall work signaling gears from dual VDU in accordance with Selection table in a failsafe manner.
1.8	**Operation by Central Control panel/Video Terminal** The operations of all field gears are done from **dual Video terminal** of industrial grade, as per specification IRS–S-36/87 with latest amendments provided at a central place at the station. The SSI system should be able to interface to dual VDU and provide electronic interlocking in accordance with Selection table in failsafe manner. The necessary furniture for Video terminal i.e. Video table model Companion C3D & revolving chair PCH-5002T of GODREJ Make or similar shall be supplied by the firm. At a time only one Operator VDU shall be used and other will be stand by.
1.9	**DOCUMENTATION:** The contractor shall undertake to supply all necessary documents as per Railway's requirement as per technical specification No. RDSO Specification No. RDSO/SPN/192/2019, Version 2.0 with latest amendment for large yards or latest for EI Equipment/logic to be supplied. The documents relating to field gears shall be supplied as per schedule of works.
1.9.1	Six sets of complete documents as laid down in the Technical Specifications of Electronic Interlocking System (EI) (as per Para 10.1 of technical specification no. RDSO Specification No. RDSO/SPN/192/2019, Version 2.0 with latest amendment with this tender document shall be supplied by the contractor as per schedule along with a soft copy of the same on CD (CD - free of cost).
1.9.2	Six sets of documents containing system/equipment details, site installation details/drawings, maintenance manual operation procedure etc. in bound book for each station. This shall also include: a) Wiring Diagrams b) Application Program Listing c) Relay/Cable Termination particulars d) Input/output assignment details e) Relay layout and contact analysis chart f) Equipment disposition layout g) Details of power supply arrangement requirements. h) Any other drawing as required by the Railway as per practice. The original tracings are to be prepared by the contractor on reproduction film and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of Drawings in soft copy on Auto CAD format has to be given on a CD.
1.9.3	Only Signalling Plan, Route Control Chart/Selection Table will be issued by Railway, Circuit diagram Panel Diagram and other standard diagrams as per East Central Railway practice

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	and other connected indoor work details shall be prepared by contractor and submitted to Railways for approval. After execution of the work SIX (6) sets of all such plans per station shall be prepared by the Contractor and given duly bound as per Para above.
1.10	~~**TRAINING:**~~
1.10.1	~~The contractor shall provide adequate training at the manufacturer's premises to Railway personnel in planning, design, installation, operation and maintenance of the equipment and system supplied under the contract.~~
1.10.2	~~The contractor shall undertake to train Railway personnel nominated by Railway in different aspects of equipment design, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software as relevant. The training should be comprehensive so as to impart full knowledge to Railway personnel deputed for the training to independently execute the installation, operation, maintenance and repair of all equipment. The training course should, apart from formal classroom training, include hands on practical experience and visits to working installation of the Electronic System offered in Present Tender Case. The contractor shall make all necessary arrangement for the same. The place of training shall be at the manufacturer's premises in India or Abroad as applicable.~~
1.10.3	~~The contractor shall at every stage of testing and commissioning provide all facilities for adequate training to East Central Railway personnel who may be deputed to work on the project.~~
1.10.4	~~The contractor shall impart training for SSI System for supervisor/technicians and officers as per schedule (Execution of SSI) of schedule of work. However, the cost of all travel to and from, to the place of training, boarding and lodging of the trainees shall be borne by the Railways.~~
1.11	~~Scope of work will also include supply, installation, testing and commissioning of all **Indoor works** as per schedule of works and as per practice prevalent in East Central Railway.~~
1.11.1	~~The scope of work will also include all types of works including minor Civil Engineering as well as supply, trenching, laying, termination of indoor/outdoor cables required for interconnection of EI System with VDU Panels, etc. The tenderer should therefore, ascertain the type of topography by conducting survey as no extra cost shall be allowed on this account subsequent to the award of contract. All other works inside the building shall be done (i.e. connection of cables from SSI to Power room and power room to panel room) by the contractor taking due care. No material would be supplied by the Railways for any of the above.~~
1.12	~~Only single phase 230V AC mains supply (Un stabilized) or 110VDC shall be provided for powering the EI equipment and signaling installation. The Contractor shall design, supply, install and commission discrete power supply so as to cater for all signaling load. If the system supplied is on 230V AC then it should have **back up capacity of minimum 8 hours uninterrupted operation** of the installation in case of interruption of the mains supply. The equipment's (chargers, transformers, stabilizers etc.) proposed to be provided should be duplicated and wired for easy changeover, in case of fault of any equipment and the tenderer should clearly indicate in his offer the quantity & unit rate of equipment required.~~
1.13	~~Installation, testing and commissioning. The installation of the equipment including software loading and required data input etc. will be done by the contractor in the Railway premises. Testing and commissioning of EI system will be done by the contractor jointly with Railway Engineer at site. The Contractor shall depute competent Engineer/qualified staff for the same. The Contractor shall submit a detailed installation and commissioning Test Schedule for Railway's approval and full record of tests conducted shall be maintained by the Contractor and handed over to the Railway along with the installation.~~
1.14	~~Work not to be done by the Contractor:~~ ~~Arrangement for suitable space/room for installation of the equipment's, power supply, etc. for installation, testing and commissioning of the system is not to be done by the contractor.~~

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1.15 ~~Work to be done by the Railways:~~

~~i) Making available railway personnel for inspection and joint testing, installation & commissioning.~~

~~ii) Supply of approved signaling plan. (HARD COPY ONLY).~~

~~iii) Approval of Wiring Diagrams within 30 days of the date of submission of the same by the contractor to Railway for approval.~~

1.16 ~~The tenderer shall undertake study/survey of signaling systems/practices used in East Central Railway and make his own arrangement of the interlocking work involved in integration of the indoor equipment with outdoor equipment so as to make the entire system successful/functional. Any equipment/design/component needed will be supplied by the contractor without any extra cost.~~

1.17 ~~**SYSTEM REQUIREMENT**~~

1.17.1 ~~System requirement decided preferences of this railway for a proven, safe SSI system in accordance with the options available within the scope of RDSO specifications **RDSO/SPN/192/2005/Ver.1.0** or **RDSO/SPN/203/2011** with latest amendment for large yards or latest amendment as the minimum acceptable technical qualification for the system as well as lays down the criteria to judge the requisite experience, expertise, infrastructural capability & human resources available with the tenderer, expected to successfully and satisfactorily complete the work. System shall be approved by RDSO.~~

~~**EI's response time for longest route when points are adversely set shall not exceed more than 10 sec.**~~

1.17.2 ~~(a) The tenderer(s) should submit the details of experience in works of similar nature in following Performa~~

~~Date of Commissioning~~	~~Name of Station~~	~~Equipment~~	~~User Railway~~	~~Whether on Passenger carrying lines~~	~~Whether still in use~~
				~~YES / NO~~	~~YES / NO~~

1.17.3 ~~(b) The tenderer(s) should submit the details of users in following Performa –~~

~~User Railway~~	~~Address~~	~~No. of Equipment with Make & Model~~	~~Phone~~	~~Fax~~	~~Persons to Contact(if possible)~~

1.17.4 ~~The tenderer shall provide a satisfactory evidence acceptable to the Railway to show that he or his consortium/collaboration partner –~~

~~a) Is a licensed manufacturer, who regularly manufactures the items offered and had adequate technical knowledge and practical experience.~~

~~b) Has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him as well as sufficient trained manpower for execution of work, details of which shall be given with the offer.~~

~~c) Has established quality control system and organization to ensure adequate control at all stages of the manufacturing process.~~

1.17.5 ~~Further information regarding capacity and capability, if required by the Railway, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Railway for assessing capacity and capability by visit to his works/office.~~

1.17.6 ~~Offer of the tenderer(s) not submitting the requisite information is liable to be ignored.~~

1.17.7 ~~The tenderer(s) should have capability to extend maintenance/repair support for full lifetime of the equipment. For this purpose, they are required to stock spare cards/module/component and set up workshop/manufacturing plant/repair centers in India with adequate facilities and trained manpower. Full details of such facilities along with~~

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	~~their address should be furnished.~~
1.17.8	~~The tenderer shall undertake to enter into an AMC with Railways beyond warranty period under which supply of spares, repairs to defective cards and call charges for each visit as may become necessary shall be covered.~~
1.17.9	~~The tenderer(s) shall have adequate telecom facilities, computer and data network facilities, transport arrangement, construction machineries, tools and plants etc. for smooth execution of the project.~~
1.17.10	The tenderer (s) shall furnish such documents as to establish the financial soundness of his company.
1.18	**Time Schedule** The time schedule for the entire work is of utmost importance. The entire work is required to be fully commissioned within **months** from date of issue of Letter of Acceptance (LOA)
1.18.1	Although the completion period **is D+ months,** the work has to be done in a phased manner progressively. The contractor shall submit the detailed PERT chart/time-plan of activities/work to achieve commissioning of entire works given below - 'D' – Date of issue of letter of Acceptance.

l. No.	Activities	Starts	End
(i)	Date of issue of Letter of Acceptance		
(ii)	Submission of documents (Cable route, Cable core, & Location box etc.)		
(iii)	Approval of typical diagrams (Cable route, Cable core, Selection Table, Station Working Rule Diagram, Panel Face Diagram, Circuit Diagram & Location box etc.) by the Railway		
(iv)	Supply of Cable by Railway		
(v)	Supply of all materials by the tenderer		
(vi)	Trenching, Cable laying, Cable Termination, Foundations, erection & wiring of Relays Location boxes etc and commissioning of PI. as per approved plan and drawings.		
(vii)	Commissioning of Solid State/Electronic Interlocking		
(viii)	Material Reconciliation & Closing of Contract		

1.19	**NOTE:** 1. Complete Power Supply equipment should be supplied and kept ready in tested condition 05 days prior to the testing. 2. However, the contractor shall submit the detailed PERT chart/time-plan of activities/work to achieve the above. a) 100 % progress shall be achieved after the warranty period is over with satisfactory maintenance of the installation. b) Details of phased manufacturing Programme indicating indigenous, content at each stage

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	may be submitted along with the tender.
1.21	**RELIABILITY**: High reliability EI systems are of paramount importance. MTBF figures for the whole EI system based on statistical evaluation should be indicated. Practically achieved MTBF on a passenger-carrying railway over a minimum installation base of 5 systems should be submitted along with confirmation from the user Railway.
1.22	Workstation: The contractor shall also indicate in his offer, the details/cost etc. of Laptop based workstation for data input and configuration, simulation and functional testing, diagnostic and trouble shooting and commissioning etc. of EI system as indicated in Commercial Bid. The workstation offered for this purpose should be supplied with suitable furniture of Godrej make or similar Furniture i.e. workstation table model Companion C3D & revolving chair PCH-5002T of Godrej make or similar shall be supplied by the firm for operator.
1.23	**MANUFACTURE IN INDIA**
1.23.1	**Contractor shall set up the following facilities either through Indian partner as a Joint Venture or directly by themselves:** **i) Facilities for application program/yard specific data input changes commensurate with any changes in the station yard layout.** **ii) Maintenance, Repair, Servicing and testing of defective cards/modules/sub assembly of the SSI System quoted in this tender.**
1.23.2	**Deleted**
1.24	**PROTOTYPE TESTING** Equipment that has been tested and approved for unconditional and unrestricted use on any passenger-carrying Railway by any Railway Administration will be exempted from fresh type approval test on Indian Railway. However for this exemption, complete details of test carried out test results and approval certificate issued by concerned Railway Administration must be submitted to East Central Railway for verification and acceptance. Railway's decision on this will be final.
1.26	**QUALITY ASSURANCE & SOFTWARE VALIDATION**
1.26.2	In the event of Railways waving off the inspection, all tests provided in the test schedules approved by Railway shall be carried out by the Quality Assurance Organization and proper record of all such tests and results thereof shall be maintained and supplied to the Railway on demand.
1.26.3	The tenderer shall submit along with this tender the details of software validation done by an Accredited Agency of International repute and standard. Further, all the details of test, certification and validation done to ensure full safety of the system for use at stations for operation of passenger train services, as per the Technical Specification, shall be submitted by the tenderer.
1.27	**GENERAL** **Operation of the system shall be through Dual VDU terminal only.** "The term Track Circuit may be read as Track circuit/Axle counters wherever it appears in the Technical Specifications".
2.0	**SPECIFICATIONS AND DRAWINGS:**
2.1	Specifications, drawings, requisites and requirements referred to in the body of these specifications from an essential part thereof. The drawings and specifications referred to in this tender where not included can be obtained, from the sources as indicated in Annexure 'M'.
2.2	After the contract is awarded, the Railway shall furnish to the contractor free of charge, a reasonable number of prints of Railway's approved Drawings that from an essential part of this specification.
3.0	**CONTRACTOR'S DRAWINGS:**

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3.1	The tenderer shall submit alongwith his proposal, drawings as well as details for the apparatus, if the tenderer proposes to supply which are not covered by the Railway
3.2	Contractor shall be solely responsible for ensuring that the end requirements are incorporated in all designs and drawings furnished by him. Although the drawing, designs may have been approved by the Railway, it shall be the responsibility of the contractor to ensure the end requirement of the system
3.3	Any work done by the contractor prior to the approval of the contractor's drawing will be done at the Contractor's risk, unless previously authorized specifically in writing in each individual case by an authorized representative of the Railway.
3.4	No Change shall be made in any approved drawing without written consent of the Railway.
3.5	For the approval of the Railway the contractor shall furnish to the Railway corrected tracing of the drawings furnished by him along with five copies of such corrected drawings.
3.6	After the completion of the work the following drawings, in addition to the other drawing mentioned elsewhere, should be supplied to the Railways in six copies. i) System design which will include detailed Technical Literature of Equipment's, Components & Parts thereof. ii) Cable Route Diagram with position of Joints, Location Huts and Cabins etc. indicated. Users and maintenance Guide/Manual. iii) Wiring Diagram of Equipment/Components/Modules/Parts.
3.7	Wiring Diagrams and other Plans shall be uniform in size and the size shall be preferably to an overall Dimension of A3 size.
3.8	If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings, or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed
3.9	The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the Purchaser. If any, dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.
3.10	After completion of the work the contractor should arrange and submit detailed completion drawings specified in Para above as approved by Railways in 1 + 6 copies including polyester sheet as original
4.0	**EQUIPMENT AND SERVICES TO BE OFFERED:**
4.1	In order to enable the Signaling/Telecommunication system to be brought into position the equipment for the entire system as in this tender are required to be provided by the TENDERER as per the Rate Schedule at Annexure-'Z'. The detailed scope of the work is as per the schedule at Annexure-'Z' (Schedule/s) read in conjunction with the Technical Specification and drawing.
4.2	The TENDERER are required to quote for all the items in Annexure-'Z' (Schedule/s). It must however be understood that the items in any package within the scope of work will not be split except at the convenience of the Railway and TENDERER will have to quote for all the items and for a definite delivery period for supply, wiring execution etc. for all the items as applicable. This is an essential condition and there shall be no deviation in this regard

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~~Annexure-Y~~

~~Format of Memorandum of Understanding~~

~~The Memorandum of understanding ("MOU") dated____ day of_____, 20__ (the "effective date") is entered into by and between_____ (Firm's Name) represented by its _____ (designation), _____ (Name), S/o _____ (Father's Name), having its office at _____ (office address), herein after referred as ("FIRM") and _____ (OEM's Name) represented by its _____ (designation), _____, (Name), _____ (office Address), May also herein after be referred as the "OEM" or collectively as "OEMs"~~

~~WITNESS:~~

~~Whereas East Central Railway (Herein referred to as PURCHASER) had tendered for _____ (Name of work) (Herein after referred to as PROJECT) for which the PURCHASER has awarded tender no. _____ to M/s _____ (name of firm) vide letter of acceptance No._____ dated _____.~~

~~Whereas FIRM has approached OEM to be its sub-contractor as per term defined as under for the PROJECT.~~

- ~~**i)** OEM, a RDSO approved Original Equipment Manufacturer of Electronic Interlocking System, shall supply to FIRM, Electronic Interlocking System with associated materials, Spares etc. (here after collectively called the PRODUCT) as per the PROJECT requirement and FIRM shall be the bidder for the PROJECT.~~

- ~~**ii)** OEM hereby undertakes to supply the PRODUCT to the FIRM as per RDSO Specification No. RDSO/SPN/192/2005/Ver.1.0 or RDSO/SPN/203/2011 with latest amendment for large yards or latest amendment and extend full technical collaboration in installation, commissioning, post commissioning maintenance during the warranty period, impart training to PURCHASER staff as per requirement set out in the PROJECT and ensure supply for 8 years or life cycle period whichever occurs later of equipment for EI to the PURCHASER.~~

- ~~**iii)** OEM hereby undertake to give a clear notice of at least two years to the PURCHASER before they stop the manufacturing of the system to enable the PURCHASER to stock enough spares.~~

- ~~**iv)** OEM shall be liable to FIRM for the execution of the contract in accordance with terms of the PROJECT and the maintenance and repair support.~~

- ~~**v)** Both FIRM and OEM agree to make use of information and documents received from each other solely for the purpose for which the said information and documents have been received from the PURCHASER. During the term of this MOU and thereafter, OEM and FIRM agree to keep confidential all the technical, commercial and any other information on and documents received from each other, unless otherwise determined in this MOU and to take all necessary care to prevent PURCHASER from obtaining knowledge of making use in any way whatsoever of such instruction and documents~~

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1. Relationship:

Except for compensation which may be paid to the OEMs pursuant to any contracts and sub-contracts on the Projects, each OEMS shall bear all of its own expenses incurrent in connection with this MOU.

2. Negation of the formation of a business organization:

This MOU shall not constitute, create, or in any way be interpreted to create a Joint venture, Partnership or formal business organization of any kind between FIRM and OEM.

3. Termination:

This MOU is effective on the effective date and is valid till the validity of contract against the PROJECT. Additionally, this MOU will terminate upon Completion of the Agreement between OEMs and PURCHASER.

4. Governing Law / Arbitration:

All aspects of this MOU and the obligations arising hereunder will be governed in accordance with the law of the concerned state of India; except that state conflict of law rules will not apply if the result would be the application of the laws of another jurisdiction. Any dispute, controversies and differences which may arise between the OEMs in relation to or in connection with this MOU or for breach thereof shall be settled by or through negotiations. If the OEMs fail to settle mutually, it shall be referred to an arbitrator appointed by an independent body mutually agreeable to the OEMs to settle the arbitration in accordance with the Indian arbitration and conciliation ACT 1996. The award rendered by the arbitrator shall be final and binding upon the OEMs. Such arbitrator shall apply the laws of the concerned state of India; Jurisdiction of arbitration will be in the state of Bihar/Jharkhand.

Entire Agreement:

This MOU is the only agreement between the OEMs relative to the PROJECT and the exchange of proprietary information concerning the PROJECT. This agreement supersedes any prior contemporaneous written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing by duly authorizing officers or representatives of the OEMs.

IN WITNESS WHERE OF FIRM and OEM signed the "Memorandum Of Understanding" on this _____th Day of _____(Month), _____ (Year).

Signature of FIRM Signature of OEM

Name: Name:

Title: Title

Seal Seal

Witness:

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~~1. 2.~~
~~Address: Address:~~

~~Note:~~

~~(a) MOU shall be executed on Rs. 100/- Non Judicial stamp Paper.~~
~~(b) MOU signing Authorisation document shall be submitted.~~
~~(c) MOU shall be submitted in original.~~
~~(d) MOU shall be duly attested by Notary Public~~

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Annexure-Z

EAST CENTRAL RAILWAY
[CONSTRUCTION ORGANISATION]
SPECIMEN FORMAT OF BANK GUARANTEE BOND FOR PG

To,
The President of India, Acting Through
The FA&CAO/CON
East Central Railway
Mahendrughat, Patna

Dear Sir,

Bank Guarantee No. :-
Amount of Guarantee:-
Guarantee Cover From:- To ……..
Last date for lodgement of claim:-

In consideration of the President of India acting through FA&CAO/CON/East Central Railway, Mahendrughat, Patna [herein after called the Government] having agreed to exempt _____ [hereinafter called the said Contractor[s]" from the demand, under the terms and conditions of Letter of Acceptance no. _____ dated _____ (Agreement) made between The Chief Signal and Telecom Engineer/Con/North/East Central Railway/Mahendrughat, Patna for and on behalf of President of India and (Name of firm) _____ for the work of "_____" [hereinafter called "the said LOA/Agreement"] of Performance Guarantee for the due fulfilment by the said Contractor[s] of the terms and conditions contained in the said LOA/Agreement, on production of a bank Guarantee for Rs. _____ [Rupees_____only]

1.we, _____ [indicate the name of the bank] [hereinafter referred to as "the Bank"] at the request of _____ [Name of Firm/Contractor's] do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor[s] of any of the terms or conditions contained in the said Agreement.

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

3.We _____[indicate the name of bank] undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the Contractor[s]/supplier[s] in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall

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be a valid discharge of our liability for payment there under and the contractor[s] /supplier[s] shall have no claim against us for making such payment.

4. We, _____ [indicate the name of bank] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till FA&CAO/Con/East Central Railway/Mahendrughat, Patna for and on behalf of the President of India/ Ministry of Railway certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor[s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor[s]/Supplier[s].

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

Dated the _____ day of _____2016

For _____

[Indicate the name of bank]

Place:-

Date:-

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Annexure-ZA

Reference Para 16.(4) New ANNEXURE-XVII, Part-II of GCC-2022

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 XXXXX hereinafter called the contractor, for the work of XXXXX under invitation for bids No XXXXX Dated XXXXX, Vide Letter of Acceptance No…….

AND

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

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Surety Bond 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. XXXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of Rs. **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 how grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on **xxxx** (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned ful1 amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

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14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed, **xxxx** ((Rupees , **xxxx** Only).
b. This Surety Bond shall be valid up to **xxxx** (X (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 shalt 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 2025

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

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

Witness,

1.

2.

****

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

Authority: - Railway Board L/no. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I dt 09/01/2025 (IRSGCC April, 2022 **ACS/09**)

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Annexure-ZB

Reference Clause 64(3) (Annexure-XVII)

Notice of Nomination of Two Arbitrators under Clause 64(3) (b) 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…….**
Ret-:	**(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 rnediation /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:

Primary Railway Nominee Arbitrator	Primary Contractor Nominee Arbitrator

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Shri/Smt _____ Address:- …… Contact Details: (Mobile number and email id …….	Shri/Smt _____ Address:- …… Contact Details: (Mobile number and email id …….

6. In 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 e:onduct 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)

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Authority: Railway Board L/no. 2022/CE-I/CT/GCC -2022/POLICY (3389822) dt 12/08/2026 (IRSGCC April, 2022 ACS/12

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Digitally signed by AJIT KUMAR
DN: C=IN, O=AJIT KUMAR, OU=DEAN RAILWAY, OU=BANT CENTRAL RAILWAY PATNA, STI=BIHAR, postalCode=800004, serialNumber=3c0f4e4c8b2d7f1b3e2c8d3f4c8b4f0e6d1d2f8b4d3c0f7d3f2f3d1d1f2d3c1, email=ajitkumar@gmail.com, cn=AJIT KUMAR
Reason: I am the author of this document
Location:
Date: 2026.11.05 15:01:17 +05'30'
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Annexure-ZC
Reference Clause 64(3) (Annexure-XVIII)

Notice of Nomination of Two Arbitrators under Clause 64(3)(b) 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 formation of the Arbitral Tribunal -Agreement No.- ……dated……..**
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 ,he nomination of the aforesaid trvo arbitrators has been duly informed by this office vide ref. above;

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4. AND WHEREAS, in accordance with the applicable procedure. the above-nanred arbitrators have mutually appointed the following Presiding Arbitrator:

Presiding Arbitrator
Shri/Smt _____ Address:- …… Contact Details: (Mobile number and email id…….

5. AND WHEREAS the declarations confirming willingness, eligibility, and disclosure of current arbitral engagements have been received from all the 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) Presiding Arbitrator - for information and further coordination
(2) Primary Railway Nominee Arbitrator - for information and further coordination
(3) Primary Contractor Nominee Arbitrator - for information and further coordination
(4) Standby Railway Nominee Arbitrator - for information
(5) Standby Contractor Nominee Arbitrator - for information
(6) …….Office of the concerned Department of Railway)

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Authority: Railway Board L/no. 2022/CE-I/CT/GCC -2022/POLICY (3389822) dt 12/08/2026 (IRSGCC April, 2022 ACS/12

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Annexure –AA

General Specification and Drawing/Documents.

1.1	~~**DOCUMENTATION:**~~ ~~The contractor shall undertake to supply all necessary documents as per Railway's requirement as per technical specification No. RDSO Specification No. RDSO/SPN/192/2019, Version 2.0 with latest amendment for large yards or latest for EI Equipment/logic to be supplied. The documents relating to field gears shall be supplied as per schedule of works.~~
1.2	~~Six sets of complete documents as laid down in the Technical Specifications of Electronic Interlocking System (EI) (as per Para 10.1 of technical specification no. RDSO Specification No. RDSO/SPN/192/2019, Version 2.0 with latest amendment with this tender document shall be supplied by the contractor as per schedule along with a soft copy of the same on Pen Drive (Pen Drive - free of cost).~~
1.3	~~Six sets of documents containing system/equipment details, site installation details/drawings, maintenance manual operation procedure etc. in bound book for each station. This shall also include:~~ ~~a) Wiring Diagrams~~ ~~b) Application Program Listing~~ ~~c) Relay/Cable Termination particulars~~ ~~d) Input/output assignment details~~ ~~e) Relay layout and contact analysis chart~~ ~~f) Equipment disposition layout~~ ~~g) Details of power supply arrangement requirements.~~ ~~h) Any other drawing as required by the Railway as per practice.~~ ~~The original tracings are to be prepared by the contractor on reproduction film and required prints are to be taken. Diagrams including tracings will be handed over to Railways. One set of Drawings in soft copy on Auto CAD format has to be given on a CD/pen drive .~~
1.4	~~Only Signalling Plan, Route Control Chart/Selection Table will be issued by Railway, Circuit diagram Panel Diagram and other standard diagrams as per East Central Railway practice and other connected indoor work details shall be prepared by contractor and submitted to Railways for approval. After execution of the work SIX (6) sets of all such plans per station shall be prepared by the Contractor and given duly bound as per Para above.~~

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Annexure –AB

Description of MSDAC for Supply

1	MSDAC shall be installed in Single mode complete in indoor & outdoor installation with EI architecture. The Evaluator-to-evaluator communication shall take place on redundant OFC channels. The configuration of MSDAC to be installed in total is **…… track section and …… DP (in dual mode it becomes ……. DP). …. DP along with …… reset box and …… LV box shall be supplied as spare**. Diagnostic terminal and tool kit shall be supplied along with MSDAC. One reset box shall be provided for each track section in SM room and one reset box/LV box shall be provided at site. In case of failure of one unit of track section, the other unit shall reset the other unit as hard reset or preparatory reset as per Railway requirement. Tool Set for wheel Sensor Mounting and maintenance consist of Torque, Wrench, Ratchet, Testing Plate, Measurement Tape, screwdriver, Hand gloves.
2	Multi section digital Axle Counter (MSDAC) system shall comprise of Axle detectors, DAC field unit, Central evaluator, Reset unit, event logger, diagnostic terminal and line verification box as per requirement confirming to RDSO specification no-RDSO/SPN/176/2013, Ver.3 or latest (Inspection by RDSO).
3	The wheel sensor mounting should be of clamp type to avoid the track drilling in terms of Railway Board letter No. 2018/CE-II/TK/S&T/AGJ & D4 dt.20/8/20.
4	OEM supplied/ Certified Pre- fabricated Dust proof Rack with power supply arrangement for Evaluator which is to be supplied along with system. Railway will only provide 24V/60V DCsupply.
5	As per site condition due to goods platform, there is no space available to install location box near DP. Therefore, outdoor electronics in location box could not be installed. MaximumMushroom cover clearing SOD can be installed near DP. OEM supplied/certified Mushroom cover/TLJB (Both item if required for installation) for trackside equipment's/ each detection point housing (Inspection by RDSO for OEM supplied/certified Mushroom cover). Quantity of Mushroom Cover shall be same as that of detection point. However, if RDSO declines, will be inspected by authorized representative of railways.
6	Individual Maintenance free Earthing (As per RDSO Spec no: RDSO/SPN/197/2008 or Latest) of all detection Points shall be provided by the tenderer if required by the OEM and same should be provided by tenderer with no additional cost. The earth value shall be within limits recommended by the OEM & those shall be certified by OEM site Engineer, ifrequired, multiple earth-pits to be installed to bring earth value within limit, in each location.
7	Central Evaluator shall be configured line /corridor wise or as per site engineer incharge. MSDAC shall be designed in such a way that any single component (Card or Detection Point)failure shall not affect the movement over more than one line /corridor. Card which are common for all DP shall be redundant and shall have inbuilt capability of seamless switchover without affecting the system performance.
8	Supply of Event logger (In-Built) with monitoring software (one Set)/web interface with a provision of stand-alone remote Centralized monitoring of MSDAC for a yard/section.

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9	Instruction manuals, installation manual & maintenance manuals including DO's Don'ts, mechanical drawing for each subsystem, schematic block diagram showing mounting arrangement of various -component & details of each type of assembled PCB, troubleshooting manual, pre-commissioning check list and other technical information regarding MSDAC supplied (As per item no. 18 of RDSO specification No. RDSO/SPN/176/2013, Ver.3 as updated by RDSO from time to time).
10	OEM supplied/ certified Tool Kit with marking jig consisting of all tools and measuring instruments required for installation, testing, failure attention and all types of maintenance of MSDAC; to be supplied along with main equipment (Inspection by RDSO) confirming to item no.20 of RDSO specification no.-RDSO/SPN/176/2013 Ver.3 as updated by RDSO from time to time. However, if RDSO declines to inspect, then it will be inspected by authorized representative of railways.
11	OEM supplied / certified Line Verification Boxes as per drawing no RDSO/S/2001. (Inspectionby RDSO) OEM supplied / certified Mushroom cover / (if required for installation) for track-side equipment 's /each detection point housing (Inspection by RDSO for OEM supplied / certified Mushroom cover; Quantity of Mushroom Cover shall be same as that of detection point. However, if RDSO declines, will be inspected by authorized representative of railways.)
12	OEM recommended lightning and surge protection devices for all sub-systems as per RDSO specification no RDSO/SPN/144/2006. (Inspection by RDSO) as per para-5.0.24 of spec.RDSO/SPN/176
13	The central evaluator shall have a separate port to connect to the station data logger for monitoring the section wise information, as per RDSO Spec. RDSO/SPN/176/2003 or latest.
14	Deflector plates to be provided for each wheel Sensor on both side.
15	Only one uniform make MSDAC to be supplied for complete station to provide ease in maintenance and future AMC/ARC if required.
16	All empty slots in Plates -files shall have dummy plates fitted to prevent entry of lizards, etc.
17	a) The contractor also guarantees that the said goods/ stores /articles would continue to conform the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may havebeen inspected, accepted and payment thereof by the purchaser. b) if during aforesaid period, the said goods /stores/ articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the purchaser in that behalf being final and conclusive that the purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as my discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the seller's risk. c) During the period of warranty, the supplier shall remain responsible to arrange for replacement and for getting right at his own cost of any equipment supplied by him which is defective during manufacturing or defective in design or due to defective material component. d) All replacement and repair and design change that the Railway shall call upon the supplier to perform under this warranty period within one month, properly and satisfactorily.
18	Transportation, Installation, Testing & Commissioning of Multi section digital Axle counter (MSDAC) as per approved yard layout with Reset unit, Relay unit, Evaluator(s), line verification boxes, Power supply, event loggers, diagnostic terminals, programming etc with supply of all necessary cable, connectors, fixture, clamps.

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19	The material will be supplied at the consignee store. For installation, same will be transported to the site by the contractor at his own cost, installed and balance material (if any) be returned to consignee store. The safeguarding of the equipment from the moment it is issued to the contractor till its commissioning or return to Railway store shall be the contractor's responsibility.
20	Railway will provide marking of the Axle counter Field unit and quad cable (which will be coiled up and buried in the ground) up to the field unit, as per the quad cable requirement per DP mentioned by the contractor at the time of bidding. Rest all outdoor installation including formation of DP will be done by the contractor.
21	The site connection shall be taken out of the DPs in a secured manner i.e. the connections shall be buried in the ground at a depth of minimum 0.8-1.0 meters in DWC pipes or any other suitable means of protection.
22	Cable connected to Counting Head shall be suitably clamped with rail with sturdy clamp for protection against vibrations. Materials of the clamp shall be suitable so as to protect against environmental hazards. Nut bolt provided shall be provided with lock seal to avoid them getting loose.
23	Cable termination at the Axle Counter Field Unit towards both sides, i.e. track side and previous location side will be done by the supplier/authorised representative under OEM supervision.
24	Evaluator & resetting equipment to be connected to the PI/EI Ring earth. (Central Relay room/ Goomty.) (PI/EI ring earth will be provided by Railway). The earth connection between Evaluator / Resetting equipment to Ring earth will be done by the MSDAC supplier.
25	Power connection from Power Board to the Evaluator will be done by the supplier including cost of wire.
26	Wiring from Central Evaluator to rest panel including supply of wires will be done by supplier.
27	Indoor wiring from evaluator to the CT rack will be done by the contractor as per requirement, with his own material.
28	Resetting bit / relay contact will be provided by Railway. Same will be taken into Reset Box by the contractor.
29	Installation of Event logger & diagnostic terminal with monitoring software at Maintainers room and connectivity from evaluator to Diagnostic terminal by supplier. For centralized monitoring Railways will provide connectivity over RailNet.
30	Training on installations, maintenance & trouble shooting shall be imparted to Railway Personnel at site or at OEM's premises. a) Training shall be organized for railway staff & officers through the OEM/ Agency and proper record shall be maintained. b) During the training, each of the attendee shall be given a physical copy of the training manual.

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31	Commissioning activities (to be done by OEM Engineer only): i. Functional testing of track sections. ii. Functional testing of resting and auto resetting. iii. Functional and correspondence testing of indications on panel / VDU/ Reset Box. iv. Correspondence testing of track section. v. Correspondence testing of auto resetting. vi. Filling of pre-commissioning checklist and other Commissioning of hardware and software as per OEM manual. Same to be signed jointly by Railway official, OEM engineer and contractor / representative.

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Annexure-AC

Technical Specification of Control Desk

1. Technical Specifications: - The Control Desk shall conform to high standard of engineering as mentioned in the document; meeting the specified codes, standards and designs. It shall be capable of performing 24X7 operations under the specified environmental condition in compliance to control room ergonomic norms. All the certificates and reports mentioned below and in BOQ shall be submitted along with the technical bid.

1.1. **Structure: -**
1.1.1. Made of heavy duty extruded vertical and horizontal aluminium profiles. The extrusions shall be duly powder coated with 40+ microns over all surfaces. All sheet metal parts shall be finished with a durable, black, electrostatic powder coating.
1.1.2. To allow future extension and expansion, a weld free system shall be proposed. Interconnecting joints shall not be visible. The structure shall be rigid enough to withstand BIFMA X5.5 tests. OEM shall have had BIFMA X5.5 certificate for at-least five years prior to April 1st, 2023. The structure shall allow easy assembly of hinged shutters, slat wall, gland plate, and monitor arms in extremely rigid manner. Valid certificate of BIFMA X5.5 from authorized agencies to be submitted along with technical bid.

1.2. **Table-top: -** The material of the working surface shall be made up of Aluminium Tri-hydrate and acrylic resin material supported on minimum 25 mm thick MDF base. The top finish shall be fire retardant, waterproof, scratch resistant and shall have high hardness.

1.3. **Slat Wall: -** Shall be made of approximately 2mm thick extruded aluminium.

1.4. **Monitor Arm**: - The Console shall feature ergonomic display mounting arms. It shall enable quick & easy replacement of VESA mounts & arm extensions as per the ergonomic. UL audit certified design feature of monitor arm assembly shall have auto lock, push & remove feature for quick release of VESA mounts and modular arm extensions for ease in maintenance and fixing of monitor by one technician within 30 seconds without using any tools. Valid UL audit certificates shall be submitted along with technical bid.

1.5. **Shutters & Side Legs: -** Front, and back shutters shall be of 18 mm Laminated MDF Board with a premium finish. Side leg shall be of 25mm of the same finish. The proposed console shall be Greenguard Gold certified. OEM shall have had this certificate for at least five years prior to April 1st, 2023. Valid certificate from UL/Intertek to be submitted along with technical bid.

1.6. **Cable Trays and Wiring: -** The desks shall be designed with vertical and horizontal cable trays to allow for continuous cable management between the cabinets. Wire shall be routed into the cabinet through gland plate. The proposed console shall be RoHS Certified/tested from UL/Intertek and the valid certificate shall be submitted along with technical bid.

1.7. **Hardware:** - All bolts shall be of SS material to avoid rust due to environment. The remaining hardware
shall be Nickel Plated MS.

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ANNEXURE-AD

POWER SUPPLY ARRANGEMENT FOR VISUAL DISPLAY UNIT (VDU)/ EMBEDDED PC-SPECIFICATION

Supply of modular power supply arrangement for VDU (42″ – 85″) and embedded PC with input and output redundancy arrangement and hot pluggable modules having voltage & load current digital display on each module. Each set consisting of: -

1. Isolated inverters (master/slave with auto changeover) -2 Nos. input: 110VDC, output: 110 VAC, 500VA (as per RDSO TAN No. STS/E/TAN/3012 Version 3.0 Dated.03.11.22)
2. Isolated DC-DC converters - 02 Nos. connected in parallel with built in O-ring diode, active current sharing as per RDSO/SPN/165/2023 version 4.0 or latest (input: 110VDC, output:24 VDC/10A)
3. Input (redundancy) O-ring diode module with two input sources and one output supply along with potential free contacts, alarm and acknowledgment switch.
4. 3U stainless steel rack with back panel motherboard and front panel power connectors, power cord for VDU panel.

Make- Gallant or Similar

END OF THE TENDER DOCUMENT

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