

**SOUTH EASTERN RAILWAY
CONSTRUCTION ORGANISATION**

TENDER DOCUMENT

FOR

Third Line Work between Rourkela and Jharsuguda Stations (Section I) - Execution of Earthwork in Formation, Construction of Minor Bridges and other related works between Sogra Station Yard to home signal of Dharuadhi Station Yards from Km: 457.00 to Km: 486.50

TENDER NOTICE NO. CE/CON/GRC/23/2016

DATED: 22.04.2016

(TWO PACKETS SYSTEM TENDER)

PLACE OF SUBMISSION & OPENING:

O/o Chief Administrative Officer(Con)

**South Eastern Railway, 11, Garden Reach Road,
Kolkata-43**

DATE OF SUBMISSION & OPENING: 02.06.2016

Value of Work: Rs 55,81,48,523/-

Cost of tender document: Rs.25,000/-

**PACKET – I
TECHNICAL BID DOCUMENT**

CHIEF ENGINEER (CON)-I

Garden Reach

South Eastern Railway

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Signature of Tenderer(s)

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CHAPTER-I



Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

South Eastern Railway

(A) CHECK LIST OF IMPORTANT DOCUMENTS

The following document should be submitted along with tender duly flagged.

Sl. No.	Documents submitted	Put 'Yes' in the boxes if documents are submitted with the tender.
1.	Cost of tender document either in cash receipt or Demand Draft, if tender document downloaded from web site.	
2.	Earnest money in the requisite form.	
3.	List of Similar works completed along with their copy of completion certificate/ final bill paid etc as per para 3 of NIT.	
4.	List of attested certificates from the employer/client, audited balance sheet duly certified by Chartered Accountant as per para 3 of NIT [Chapter- I/(B)].	
5.	In case of JV firm, MOU as per Chapter-II (B).	
6.	In case of JV Firm, proper documents as per details in Para 15 of Chapter II (A).	
7.	Duly filled up MANDATE FORM.	
8.	List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done their date of award and scheduled date of completion.	
9.	Information regarding Employment/Partnership etc. of Retired Railway Employees with the tender as per para 2 (f) of NIT [Chapter- I/(B)].	
10.	Affidavit as per para 2(g) of NIT [Chapter- I/(B)].	

Note:

- 1) In case of items (3) and (4) above, supportive documents/certificates from the organization with whom they worked/are working should be enclosed.
- 2) Certificates for work(s) executed in India with Central Government/ State Governments of India and Central/ State Government Public Sector Undertakings and Authorities of India shall only be considered. Certificates from private individuals for whom such works are executed/ being executed shall not be accepted.
Tenderer should submit clear certificate(s) issued by an officer of the rank not below Dy. Chief Engineer/ Sr. Divisional Engineer in Railways ; by Executive Engineer / Superintending Engineer of State Govt.; by Additional General Manager / General Manager or equivalent rank in charge of work in PSU's / Authorities for works executed under them. Separate certificate should be submitted for every single similar work. Certificates must also contain name, postal address & Telephone / Fax no. of issuing authority.

Signature of Tenderer(s)

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(B) NOTICE INVITING TENDER (NIT)

1. Sealed tenders (Tender Notice No. **CE/CON/GRC/23/2016** Dated **22.04.2016**) in prescribed form as per **Two Packet System (Technical Bid & Price Bid)**, are invited by the under mentioned for and on behalf of President of India for execution of work of **“Third Line Work between Rourkela and Jharsuguda Stations (Section I) - Execution of Earthwork in Formation, Construction of Minor Bridges and other related works between Sogra Station Yard to home signal of Dharuadhi Station Yards from Km: 457.00 to Km: 486.50”**.
2. (a) Approx. cost of the work is **Rs. 55,81,48,523/-**, Earnest Money Deposit (EMD) is **Rs. 29,40,750/-**, (PEMD is not valid for this tender).

The Earnest Money should be in Cash or Banker’s Cheques /Demand Drafts in favour of FA & CAO/Con/ South Eastern Railway, Garden Reach, Kolkata executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.

Earnest Money in shape of Bank Guarantee Bond, Deposit Receipts, Pay Orders etc will not be accepted.

The Joint Venture firm shall be required to submit Earnest Money Deposit (EMD) alongwith the tender in terms of the provisions contained in Para 5 (Earnest Money) of Part-I of GCC.

- (b) Period of completion is **18 (Eighteen) months** from the date of issue of acceptance letter. **PVC is applicable** as per **GCC Clause 46A** and as detailed in the tender document.
- (c) The Joint Venture (JV) is **permitted** for the work as per the guidelines in the tender document. **In case of joint venture firms participating in the tender, all conditions mentioned in Para 15 of Chapter II(A) {Guidelines for participation of joint venture (JV) Firms} are to be strictly adhered to, and all necessary documents should be enclosed by JV Firm along with the tender.**
- (d) EMD and cost of tender document in acceptable form as mentioned in the tender document must be submitted in Technical Bid Document Envelope only.
- (e) Technical Bid and Price Bid must be submitted in two different sealed envelopes clearly super scribing on each envelope type of bid i.e. Technical Bid or Price Bid along with the name of firm/tenderer , Tender Notice No and Name of Work as per requirement given in the tender document.
- (f) **Information regarding Employment/Partnership etc. of Retired Railway Employees: The tenderer is required to submit information regarding Employment/Partnership etc. of Retired Railway Employees as per Part I of GCC, July 2014 vide Para 17 (a) of Tender Form (Annexure- I), with the tender offer or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, failing which the tender shall be rejected.**
- (g) **If the Tenderer(s) fails to submit the Affidavit as prescribed in Clause 2.3.1of Instruction to Tenderer(s) along with the offer, the tender offer shall be considered incomplete and will be rejected summarily.**

3. **ELIGIBILITY CRITERIA FOR THE ABOVE WORK:**

3.1 **The tenderer, other than JV, should fulfil the Eligibility Criteria mentioned at para (A) and (B) below:**

- (A) The tenderer should have completed at least one similar single work in the last three financial years (i.e. current year upto the date of opening of the tender and previous three financial years) for a minimum value of **35% of the approximate value of the work.**

Similar nature of work means: **“Execution of earthwork in embankment /cutting for Railway/Road formation, blanketing and Bridges”.**

Note: Separate credential in two different completed works mentioned below as (a) & (b) will also be considered provided they individually satisfy 35% criteria of the total tender value.

- (a) Any work involving Execution of earthwork in embankment /cutting for Railway/Road formation and blanketing.

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(b) Any work involving Bridge work.

This is as per Rly. Boards Letter. No. 94/CE-1/CT/4 dt. 23.11.2006.

Details of works physically completed is to be submitted in the proforma as per para 2.19 of Instruction to Tenderer(s).

- (B)** Total contract amount received during the last three financial years and in the current financial year upto the date of opening of the tender as per Payment attested certificate from employer or client/Audited balance sheet duly certified by the Chartered Accountant for a **minimum value of 150% of the approximate value of the work.**

3.2 The JV Firm should fulfill the Eligibility Criteria mentioned at para (A) and (B) below:

- (A)** **Either the JV Firm or Lead Member of the JV Firm** must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum of 35% of estimated value of the tender.

Similar nature of work means: "As described in Para 3.1 (A)".

NOTE for 3.2(A):

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

- (B)** The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year up to the date of opening of tender shall be **at least 150% of the estimated value of the work** as mentioned in the tender.

NOTE for 3.2(B):

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

NOTE for para 3 above:

- (a) Notwithstanding the Eligibility Criteria being satisfied, Railway reserves the right to reject/accept the tender after considering the various circumstances of the individual case.
- (b) Certificates for work(s) executed in India with Central Government/ State Governments of India and Central/ State Government Public Sector Undertakings and Authorities of India shall only be considered. Certificates from private individuals for whom such works are executed/ being executed shall not be accepted.
Tenderer should submit clear certificate(s) issued by an officer of the rank not below Dy. Chief Engineer/ Sr. Divisional Engineer in Railways ; by Executive Engineer / Superintending Engineer of State Govt.; by Additional General Manager / General Manager or equivalent rank in charge of work in PSU's / Authorities for works executed under them. Separate certificate should be submitted for every single similar work. Certificates must also contain name, postal address & Telephone / Fax no. of issuing authority.
- (c) Onus of producing the acceptable/sufficient documentary proof lies with the tenderer and it should be enclosed along with the tender.
- (d) Tenderer must submit the completion certificate of the works claiming in fulfilling the above eligibility criteria. For the purpose of submission of completion certificates, tenderer must adhere to the guidelines.
- (e) **Completion Certificate:**
- (i) Similar nature of work physically completed within the **qualifying period**, i.e. the last three financial years and current financial year (even though the work might have commenced before the qualifying period) should **only** be considered in evaluating the eligibility criteria.
- (ii) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.

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- (iii) In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.
- (f) ***Tenderers are requested to visit the site before quoting the rates. They are also requested to submit a self-certificate in support of their site visit.***
4. a) Interested tenderers are requested to purchase the detailed tender document in person or through their authorised representative from the office of **Chief Administrative Officer/(Con)/S.E. Railway, 11, Garden Reach Road, Kolkata- 700043.**
 b) Tender document will also be available at internet website <http://www.tenders.gov.in> at least 15 days before the date of opening of Tender. Tenderer may download the tender document and submit the same in original downloaded prints with necessary tender fee in the form of separate Demand Draft in favour of **FA&CAO/C/S.E. Railway, 11, Garden Reach Road, Kolkata-700043** or S.E. Railway Money Receipt with particulars and amount as mentioned in para-5 below.
 c) The corrigendum/Addendum, if any, shall be made available on website <http://www.tenders.gov.in> at least 10 days in advance from the date of opening of tender and no further press notification shall be issued in this regard, All prospective tenderer(s) are advised to see the website regularly for corrigendum / addendum issued, if any, for tender.
5. Tender forms will be sold on production of Money Receipt/Demand Draft of **Rs.25,000/-** (Not refundable) (Allocation & Estimate No. **IF- 1598-08 & 1653W/2015**) for each tender to be deposited as tender fees. Tenderer may deposit the tender fees in Cash either with **Divisional Cashier/(Con)/S.E. Rly./Garden Reach, Kolkata-700 043** or **any Station Master of the S.E. Railway OR** tenderer may submit **Demand Draft** which should be drawn in favour of **FA&CAO/Con/South Eastern Railway, 11, Garden Reach Road, Kolkata-700043.** The Tender documents can be purchased on any working day earlier to the date of opening from **10.30 hrs to 17.30 hrs at locations as mentioned at above para.**
6. Tenderers not fulfilling the above criteria or not submitting the “cost of tender document” and/or “requisite earnest money” in Technical Bid envelope and choose to submit the tender, shall do so at their risk, as the tender offer will be summarily rejected.
- Note : All Demand Drafts should be executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.**
7. Tenderer(s) can drop their Tenders **in the tender box kept in the office as mentioned in para4(a), up to 15-00 hrs on 02.06.2016 (Date of opening)** and these will be opened in **the same office at 15-15 hrs** on the same day.
 Tenders should be submitted in sealed covers super scribing the Tender Notice Number, description of works, due date of opening on the cover without fail.
In the event of date of opening of tender is declared by State/Central Govt. a closed holiday, the tender will be opened on next working day.
8. TENDER DOCUMENT WILL NOT BE SENT AND/OR RECEIVED BY POST.
9. a) The work is in the jurisdiction of **Dy.CE/Con/Jharsuguda.** For clarifications and any information regarding the work including inspection of drawings, tenderer may contact **Dy.CE/Con/Jharsuguda, S.E. Railway, Tel : 09777582653.**
 b) For clarifications and any information regarding tender document on internet website tenderer may contact **AXEN/Con/T/GRC, S.E.Railway, Kolkata-700043, Tel : 9133 – 2450-4746 & Sr.EDPM/S.E.Railway/GRC Kolkata-700043, Tel : 9133 – 2439-7715 / 2450-4310.**

Sd/-
For **CHIEF ENGINEER (CON)/I/GRC**

Signature of Tenderer(s)

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(C) PUBLICATION MATTER

"

Sl No	Tender Notice No.	Description of works	Completion Period (in months)	Approx. cost (in Rs.)	EMD (in Rs.)	Cost of Tender Document (in Rs.)	Date & Time for Submission of Tender	Date & Time for Opening of Tender
1.	CE/CON/GRC/23/2016 Dated 22.04.2016 (Two Packet)	Third Line Work between Rourkela and Jharsuguda Stations (Section I) - Execution of Earthwork in Formation, Construction of Minor Bridges and other related works between Sogra Station Yard to home signal of Dharuadhi Station Yards from Km: 457.00 to Km: 486.50.	18 (Eighteen)	55,81,48,523/-	29,40,750/-	Rs. 25,000/- (Not refundable)	Up to 15-00 hrs on 02.06.2016	At 15-15 hrs on 02.06.2016

Note: Details of tender notice along with required eligibility criteria and tender document will be available at website: <http://www.tenders.gov.in> and tender notice will be available on the Notice Board of the office of **Chief Administrative Officer/(Con)/S.E. Railway, 11, Garden Reach Road, Kolkata- 700043** and **Dy.CE/Con/Jharsuguda, S. E. Railway, Jharsuguda.**"

Sd/-
For **CHIEF ENGINEER (CON)/I/GRC**

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

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(D) DECLARATION FROM TENDERERS

To,
The President of India,
Acting through the Chief Administrative Officer(c)/Chief Engineer (C),
Dy Chief Engineer (C)/Dy. Chief Engineer, Dist Engineer (Con)/
District Engineer, Divisional Engineer.

Sir,

Sub: **“Third Line Work between Rourkela and Jharsuguda Stations (Section I) - Execution of Earthwork in Formation, Construction of Minor Bridges and other related works between Sogra Station Yard to home signal of Dharuadhi Station Yards from Km: 457.00 to Km: 486.50.”**

I/Wehave read the various conditions to Tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of **120 (One hundred twenty) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work for South Eastern Railway, at the rates quoted in the Rate Sheet of Price Bid Document and hereby bind myself/ourselves to complete the work in all respect within **Eighteen months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract corrected upto latest printed/advance correction slips 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, SERUSSOR-2010 corrected up to latest correction slips.

3. A sum of **Rs. 29,40,750/- (Rupees twenty nine lakh forty thousand seven hundred fifty only)** is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if :-

- a) I/We do not submit Performance Guarantee within stipulated period as mentioned in Para 2.7 of Instruction to tenderer(s), or
- b) I/We do not execute the contract documents within seven days from the date of receipt of notice issued by Rly that such documents are ready, or
- c) I/We do not commence the work within **fifteen** days after receipt of orders to the effect.

4. 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.

5. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

7. We understand that if the contents of the certificates are found to be false at any time, it will lead to forfeiture of the bid security and liable for action for banning of business with the firm and its constituents.

Dated

Tenderer's address :

Signature of the Witness

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

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(E) VENDOR MANDATE FORM

TENDER NOTICE NO.: CE/CON/GRC/23/2016 DATED: 22.04.2016

1. PARTICULARS OF THE PARTY:

- a) NAME: _____
- b) ADDRESS: _____
- (i) HOLDING NO/PREMISES: _____
- (ii) ROOM NO: _____
- (iii) STREET NAME: _____
- (iv) CITY/VILLAGE/TOWN: _____
- (v) DISTRICT: _____
- (vi) STATE: _____ COUNTRY: _____
- c) PHONE NO.: _____ MOBILE: _____ FAX No.: _____
- E.MAIL: _____
- d) I. TAX PAN No.: _____ VAT/ST REGISTRATION NO.: _____

2. PARTICULARS OF BANK ACCOUNT:

- a) BANK NAME: _____
- b) BRANCH NAME & ADDRESS: _____
- c) BANK TEL No.: _____ d) BANK MICR CODE (9 DIGIT): _____
- e) BANK'S IFS CODE: _____ f) BANK ACCOUNT No: _____
- g) ACCOUNT TYPE (SAVINGS/CURRENT/CASH CREDIT): _____

h) DECLARATION BY THE PARTY:

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the User Institution, i.e. FA&CAO/C/S.E. Rly/GRC will not be held responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme. I also declare that in absence of acknowledgement regarding the above payment which has been credited to my Bank Account, no further payment to be made by FA&CAO/CON/GRC).

Encl: 1. One cancelled cheque. 2. Photocopy of PAN. 3. Photocopy of VAT/ST Registration certificate.

Date: _____ Signature of the contractor with stamp

Certified that the particulars furnished above are correct as per our records.

Bank's seal _____ Signature of the authorised official of the bank

Signature of Tenderer(s)

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(F) TOP SHEET

1.	Name of Tenderer	:	
2.	Address	:	
3.	Telephone no with STD code	:	
4.	Tender document fee (Non refundable) {The tender fee amount must be paid separately as per tender notice (It is not included with EMD) in the form of Demand Draft in favour of FA&CAO/Con/South Eastern Railway, Garden Reach, Kolkata or S.E. Railway Money Receipt and it should be enclosed with the tender}	:	Railway Money Receipt/Demand Draft No. and Place Name of Tenderer.....
5.	Earnest Money Deposit (EMD) particulars	:	Amount Rs. Date Name of Tenderer.....
Note :	(a)	In case of any discrepancy between the submitted tender document and the approved copy of tender document available with Railways, the later will be used for preparing agreement.	
	(b)	Tenderer should sign on each page of tender documents.	
	(c)	Railway is not responsible for failure of the internet sites.	
	(d)	The successful tenderer will be advised to sign the agreement documents.	
	(e)	Any amendment and corrigendum issued from time to time before opening is to be seen on website http://www.tenders.gov.in , which will be made available on website at least 10 days in advance from the date of opening of tender. The same should be submitted duly signed as enclosure of tender document.	

Signature of Tenderer(s)

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(G)Method of submission of Bid Documents

The tender shall be submitted as per “two packet system” as described below:-

- (1) The sealed envelope super scribed as Technical Bid must contain the Technical Bid documents along with the documents in support of fulfilling the eligibility criteria & other requirements as asked for this work duly signed on each page . The other sealed envelope as Price Bid must contain the Price Bid document along with quoted rate sheet duly signed on each page.
- (2) Technical bid and Price Bid must be submitted in two different sealed envelopes clearly superscribing on each envelope type of Bid i.e. Technical Bid or Price Bid.
- (3) If Technical Bid & Price Bid is submitted in one single envelope, unless they are in two different sealed envelopes duly super scribed as detailed above, the tender shall be summarily rejected.
- (4) If both the offers i.e. Technical Bid & Price Bid are not submitted simultaneously upto the prescribed time and date of opening, the tender offer shall summarily be rejected.
- (5) The requisite **EMD and cost of tender document** must be submitted along with the Technical Bid Documents in Technical Bid envelope only. Otherwise, the tender shall summarily be rejected.
- (6) No document/reference connected with Price Bid shall be enclosed with Technical Bid documents in Technical bid envelope. Otherwise, the tender will summarily be rejected. The offer of rates and Price Bid document must be submitted in Price Bid envelope only.
- (7) Tenderer(s) must give their complete postal address of correspondence correctly with Pin code in the “TOP SHEET” and “Mandate form” as provided in the technical bid of tender document. Railway shall not be responsible for any failure of despatch of letter by the Postal Department.
- (8) The tenderer or his authorised representatives should attend the opening of Technical Bid and Price Bid on the specified dates & timings and place.
- (9) The copies of the various letters/documentary proofs/statements etc. should be enclosed with Technical Bid and shall be properly indexed.

Signature of Tenderer(s)

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(H) SCOPE OF WORK AND EVALUATION OF TENDER**1 The scope of work of this tender is –**

- (a) Name of work: Third Line Work between Rourkela and Jharsuguda Stations (Section I) - Execution of Earthwork in Formation, Construction of Minor Bridges and other related works between Sogra Station Yard to home signal of Dharuadhi Station Yards from Km: 457.00 to Km: 486.50.

Main work includes Earthwork in Formation, Minor Bridges, Drains & Miscellaneous Work, Blanketing & Rail Piling Work, Supply of Portland Slag Cement, Supply of Reinforcement Steel, Tree Cutting & Transportation.

- (b) The principal items of works to be executed under this contract are:

Schedule – ‘A’	:	Earthwork in Formation under SERUSSOR - 2010
Schedule – ‘B’	:	Minor Bridges, Drains & Miscellaneous Work under SERUSSOR - 2010
Schedule – ‘C’	:	Blanketing & Rail Piling Work under Non SERUSSOR - 2010
Schedule – ‘D’	:	Supply of Portland Slag Cement under Non SERUSSOR - 2010
Schedule – ‘E’		Supply of Reinforcement Steel under SERUSSOR - 2010
Schedule – ‘F’		Tree Cutting & Transportation under Non SERUSSOR - 2010
Schedule – ‘G’		Misc. Work under SERUSSOR - 2010

2 EVALUATION OF TENDER :

After scrutinising the Technical Bid and short listing the Tenderers, the Price Bid shall be opened on a subsequent date only for those Tenderers who will be qualifying Technical Bid as per qualifying criteria laid down. The date of opening of Price Bid will be advised to the qualifying Tenderer(s) in due course. Price Bid envelope of those Tenderers who are not found to meet the qualifying criteria will not be opened and will be returned. The Railway's decision in this regard will be final.

Late tender/Delayed Tender/Post Tender offers shall be dealt with as per extant rules of the Railways and the Tenderers shall have no right of consideration of such tenders.

Signature of Tenderer(s)

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(I) GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

DOCUMENTS:

1.1. The Tenderer(s) shall quote his / their rates as a percentage above or below the schedule of Rates of the South Eastern Railway as applicable except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.

1.2. 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.

1.3. Rights of the Railway to deal with tender: - The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderers(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

1.4. 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.

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

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

1.7. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the CAO(Con)/CE(Con)/Dy CE(con) of South Eastern Railway for carrying out the work according to General conditions of Contract, Special conditions / specifications annexed to the tender and specification for work and materials of Railway as amended/corrected up to correction slip mentioned in tender document.

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

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

South Eastern Railway

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

1.10. **Employment/Partnership etc. of Retired Railway Employees:-**

(a) Should a tenderer 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 should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, 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 authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the South Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

(c) **Modified Clause 59 (10) of GCC: 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 Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of that contract.

Signature of Tenderer(s)

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South Eastern Railway

- 1.11 The bidders are expected to themselves 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 Chief Administrative Officer(Con)/GRC/Chief Engineer (Construction-I)/GRC, South Eastern Railway, Garden Reach 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 the Deputy Chief Engineer (Con)/Rourkela, South Eastern Railway, on any working day during the working hours.
- 1.12 In addition to the information given in the prescribed form of the Technical Bid, the tenderer may also submit any additional relevant information connected with this tender on separate sheets if considered necessary, enclosing copies of the documents relied upon.
- 1.13 Submission of Tender does not bind the Railway Authority for any claim of any nature whatsoever. The bid document shall be the property of Railway Authority.
- 1.14 The Railway reserves the right for accepting or rejecting the tender/bid without assigning any reason and no claim shall be entertained.
- 1.15 Tender documents are non-transferable. The cost of the Tender documents is not refundable.

2. SPECIAL CONDITIONS BY TENDERERS:

The tenderers are normally not expected to make any special conditions/stipulations of their own and are expected to submit their tender in accordance with the conditions/stipulations contained in these documents. If, however, the tenderer wishes to make any special conditions/stipulations or wishes to intimate the Railway of any matter of importance, he may do so in a separate sheet, the same should be enclosed with Price Bid document of tender document through covering letter. Conditions/stipulations of general nature having no financial implication may be enclosed through a covering letter in part of the tender documents. Such conditions/stipulations shall be a part of the contract in case of acceptance of the tender, only to the extent explicitly accepted by the Railway Administration. The accepting authority reserve the right not to accept any such special conditions/stipulations made by the tenderer and may reject the tender as unacceptable without any reference to the tenderer or may ask the tenderer to withdraw any or all such conditions/stipulations before awarding the contract and in the event of his refusal to do so may not accept this tender.

3. OMISSIONS AND DISCREPANCIES:

Should a tenderer find discrepancies in the tender document, or omissions from the drawings or any of the Tender Forms, or should he be in doubt with as to their meaning, he should at once notify the authority inviting tenders, who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the 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.

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB



CHAPTER-II

South Eastern Railway

(A) Guidelines Participation of Joint Venture (JV) Firms

Clause 65 to GCC

Clause 65- PARTICIPATION OF JOINT VENTURE (JV) FIRMS

1. Separate identity/name shall be given to the Joint Venture firm.
2. Number of members in a JV Firm 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.
3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender**.
4. The tender form shall be purchased and submitted only in the name of the **JV firm** and not in the name of any constituent member.
5. **The Joint Venture Firm shall be required to submit Earnest Money Deposit (EMD) along with the tender in terms of the provisions contained in Para 5 (Earnest Money) of Part-I of GCC.**
6. One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
7. A copy of Memorandum of understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU. (The MOU format is at Appendix-1).
8. Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
9. Approval for change of constitution of JV firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member should continue to be the Lead member of the JV firm. Failure to observe this requirement would render the offer invalid.
10. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc and in any case the 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.

Signature of Tenderer(s)

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South Eastern Railway

11. On award of contract to a JV firm, a single performance Guarantee shall be submitted by the JV firm 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 firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

12. On issue of LOA (Letter of Acceptance), **an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub – Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm to the Railways before signing the contract agreement for the work.** (This agreement format at Appendix-2). In case the tenderer fails to observe/comply with this stipulation, **the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.** This joint venture agreement shall have, inter-alia, following clauses:

12.1 Joint and several liabilities – Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special conditions of the contract. The JV members 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.

12.2 Duration of the Joint Venture Agreement – 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.

12.3 Governing Laws – The joint venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

13. Authorized Member – Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, 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 firm.

14. No member of the Joint Venture firm 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 employer (Railways) in respect of the said tender/contract.

15. Documents to be enclosed by the JV firm along with the tender:

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

- (a) **Notary certified copy of the Partnership Deed,**
- (b) **Consent of all the partners to enter into the joint Venture Agreement on a stamp paper of appropriate value (in original).**
- (c) **Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.**

Signature of Tenderer(s)

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

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of 'KARTA' of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

15.3 In case one or more members is/are limited companies, the following documents shall be submitted.

- (a) **Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.**
- (b) **Copy of Memorandum and articles of Association of the Company.**
- (c) **Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the Para (a) above.**

15.4 All the members of the JV shall certify that they are not black listed or debarred by Railway or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV firm in which they were/are members.

16. Credentials & Qualifying criteria

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

16.1. Technical eligibility criteria : As mentioned in Notice Inviting Tender (NIT) at para 3

16.2. Financial eligibility criteria: As mentioned in Notice Inviting Tender (NIT) at para 3.

Signature of Tenderer(s)

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South Eastern Railway
Appendix-1

**(B) Memorandum of Understanding (MOU) for Joint Venture
Participation**

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney).

**JOINT VENTURE PARTICIPATION
BETWEEN**

M/s.....having its registered office at (hereafter referred to as.....) acting as the Lead Partner of the first part and

M/s.....having its registered office at(hereafter referred to as ‘.....’) in the capacity of a Joint Partner of the other part.
(If more than two partners include the details accordingly).

Now all the parties i.e. _____ and _____ will be known as M/s _____ (JV).

The expressions ofandshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS; South Eastern Railway Construction Organisation (hereinafter referred to as “Client”) has invited bids for(insert name of work)
.....

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The ‘Parties’ have studied the documents and have agreed to submit their bid as Joint Venture (JV).
2. M/s.....shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Client. For the purpose of submission of Tender proposals, the parties agree to nominate M/sas the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client.
3. The ‘Parties’ have resolved that the distribution of share and responsibilities is as under:
 - a) Lead Partner share%;
 - Responsibilities.
 - i)
 - ii)
 - iii)

(Technical, Financial & other obligations)

South Eastern Railway

b) Other Joint Venture Partner's share -----%

Name

Responsibilities. i)

(Technical, Financial & other obligations) ii)

iii)

c) Other Joint Venture Partner's share -----%

Name

Responsibilities. i)

(Technical, Financial & other obligations) ii)

iii)

4. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Railways for execution of the Project in accordance with General and Special Conditions of Contract. The JV members 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.

5. ASSIGNMENT AND THIRD PARTIES

No member of the Joint Venture firm 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 employer (Railways) in respect of the said tender/contract.

6. EXECUTIVE AUTHORITY

Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, 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 members of the JV firm.

7. VALIDITY

This MOU shall remain in force till the occurrence of the earliest of the following, unless by mutual consent, the parties agree in writing to extend the validity for a further period.

- a. Tender submitted by the joint venture is declared unsuccessful, or
- b. Cancellation/shelving of the project by the client for any reasons prior to award of work.

In case, the Tender submitted by the joint venture is declared successful; the validity of this MOU shall be extended till the JV agreement is signed and got ratified.

8. This MOU is drawn innumber of copies with equal legal strength and status. One copy is held by M/s..... and the other by M/s. &M/s..... and a copy submitted with the proposal.

Signature of Tenderer(s)

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South Eastern Railway

9. This MOU shall in all respects be governed by and interpreted in accordance with Indian Laws.

10. NOTICES

Notices shall be given in writing by Fax confirmed by registered mail or commercial courier to the following Fax numbers and addresses.

11. JV Agreement.

We are aware, that after issue of LOA by the Railway Administration, an agreement among the members of the JV firm has to be executed and got registered before the Registrar of Companies under the Companies Act or with the Registrar/Sub-Registrar under the Registration Act. This agreement shall be submitted by the JV firm to the Railways as per Railway’s standard J.V. Agreement format before signing the contract agreement for the work. In case the JV partners fail to observe/comply with stipulations, the Earnest Money Deposit, deposited with the Railways shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV by the Railways.

12 We shall furnish along with the tender requisite documents as mentioned under para15.1, 15.2, 15.3 (as the case may be) of the guidelines of Railway for participation of J.V. firms in works tender.

Declaration

It is to certify that we have not been black listed or debarred by the Railways or any other ministry/departments of the Govt. of India/State Govt. from participation intenders/contract in the past either in our individual capacity or the J.V. firm or partnership firm in which we were members/partners.

Lead Partner

(Name and Address)
Address)

Other Partner(s).

(Name and

Name and Address of the J.V. firm

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written.

M/s.....
M/s.....
.....

(Seal)

(Seal)

Witness:

- 1. (Name & Address)
- 2. (Name & Address)

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

South Eastern Railway

Appendix-2

(C) Joint Venture Agreement

(The J.V. Agreement should be made on a Rs.100/- Non-Judicial Stamp paper, purchased in favour of the J.V. firm and there should not be more than six months time, from the date of purchase of those Non-Judicial papers and execution of the J.V. Agreement, on it)

JOINT VENTURE AGREEMENT

BETWEEN

M/s.....having its registered office at (hereafter referred to as) acting as the Lead Partner of the first part.

And

M/s.....having its registered office at(hereafter referred to as ‘.....’) in the capacity of a Joint Partner of the other part.
(If more than two partners include the details accordingly).

Now, the Joint Venture formed by both the parties i.e. _____ and _____ will be known as M/s _____ (JV).

The expressions ofandshall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”

1. WHEREAS; South Eastern Railway (hereinafter referred to as South Eastern Railway administration) has invited bids for(insert name of work and Tender Notice No.)

.....”

And Whereas, the above parties to the Joint Venture have submitted the bid in the name of the said JV formed as per the MOU signed on dated..... and where as the said bid has finally been accepted by Railway Administration i.e. the Employer vide LOA No.....dated.....for the work of....., we M/s....., the lead partner and M/s....., the Joint Partner herewith sign the above formal JV agreement for registration of the above joint venture viz M/s..... and for entering into contract Agreement with Railway Administration, the “Employer”.

2. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS :

2.1. The ‘Parties’ have studied the documents, JV guidelines and have agreed to participate in submitting the ‘Tender’ jointly; signed the JV MOU and submitted the bid accordingly.

Signature of Tenderer(s)

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- 2.2. M/s....., the Lead Partner, shall be the lead member of the JV for all intents and purposes and shall represent the Joint Venture in its dealing with the Employer. The lead member shall be authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, he will not submit any such proposals, clarifications or commitments before securing the written clearance of the other partner(s) which shall be expeditiously given by M/s..... to M/s.....
- 2.3. The lead member shall sign the agreement or enter into contract in respect of the work awarded, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said contract. All notices/correspondences with respect to the contract would be sent only to the lead member of the JV firm.
3. The 'Parties' have resolved that the distribution of share, responsibilities, profits, losses and remuneration shall be as under:
- a) Lead Partner's share :%;
- Name
- Responsibilities : i)
- (Technical, Financial & other obligations) ii)
- iii)
- b) Other Joint Venture Partner's share -----%
- Name
- Responsibilities: i)
- (Technical, Financial & other obligations) ii)
- iii)
- c) Other Joint Venture Partner's share -----%
- Name
- Responsibilities: i)
- (Technical, Financial & other obligations) ii)
- iii)
4. The constitution of JV firm shall not be altered during the currency of the contract except when modification become inevitable due to succession laws etc. provided that the minimum eligibility criteria are not got vitiated. Failure to observe this stipulation shall be deemed to be breach of contract, which will entitle the employer. the South Esatern Railway Administration to take all consequential action as per contract conditions.

Signature of Tenderer(s)

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South Eastern Railway

5. JOINT AND SEVERAL RESPONSIBILITY

The parties undertake that they shall be jointly and severally liable to the S.E..Railway acting through Chief Administrative Officer (Con), S.E..Railway, Kolkata or his assignees, for satisfactory execution and completion of the Project work in accordance with General and Special conditions of contract. The JV members shall also be liable jointly and severally for the loss, damages that may be caused to the South Eastern Railway Administration, acting through Chief Administrative Officer (Con), S.E.Railway, Kolkata and during the course of execution of the contract or due to non-execution of the contract or part thereof. The parties solemnly affirm and declare that every possible care will be taken by them for ensuring satisfactory execution and completion of the work awarded under the contract.

6. ASSIGNMENT AND THIRD PARTIES

No member of the Joint Venture firm 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 Employer (S.E..Railway) in respect of the said tender/contract.

7. GUARANTEES AND BONDS

The lead partner shall furnish all bonds/guarantees to the South Eastern Railway Administration in the name of J.V. and on behalf of the J.V., which shall be legally binding on all the partners of the J.V.

8. USE OF MACHINERY, INSTRUMENT, LABOUR FORCE etc.

For the execution of the respective portions of works, the parties shall make full arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. However, the parties here to undertake that whatever the machinery, instruments, labour force, (including unskilled, skilled, inspectors, Engineer etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of any portion of the work, the party/parties having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the parties in Joint Venture Agreement shall hand over the same which shall be placed at the disposal of the other party actually executing that portion of the work at mutually agreed terms for the purpose of execution of the contract without any hindrance and obstacle.

9. DURATION OF JOINT VENTURE AGREEMENT

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 and Security Deposit is released.

10. Name and address of the J.V. firm

(indicate Address, Telephone No. and Fax Numbers of the J.V. firm)

11. Governing Laws : The J.V. Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

South Eastern Railway

Declaration:-

It is to certify that we have not been blacklisted or debarred by the Railways or any other Ministries Departments of the Govt of India/State Govt from participation in tenders/contracts in the past either in our individual capacity or the JV Firm or Partnership Firm in which we were members/partners.

Lead Partner

Other Partner

(s)

(Name & Address)
address)

(Name &

Name & Address of the JV Firm:-

IN WITNESS WHEREOF, THE PARTIES, have executed this J.V. Agreement
_____the day, _____month and _____year.

For M/s.....

For M/s.....

.....
.....

.....
.....

(Seal)

(Seal)

Witness:

1. (Name & Address.....).
2. (Name & Address.....).

Place :

Date :

(The J.V. Agreement should be notarized first and thereafter it has to be got registered before the registrar of Companies under Companies Act or before the Registrar/Sub-registrar under the Registration Act,1908)

Signature of Tenderer(s)

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Signature of Tenderer(s)

Tender Notice No. CE/CON/GRC/23/2016 Dated: 22.04.2016 (Two Packet)-TB

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(A) CERTIFICATE OF FAMILIARISATION

I/We hereby solemnly declare that I/We have visited the site of above work and have familiarized myself/ourselves of the local working conditions in all respects and in particular the following:

- Topography of the area and existing road network (highways & village – Pucca & Katcha) and availability of service roads.
- Soil conditions at the site of work.
- Sources and availability of construction materials.
- Rates for construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of water & electricity.
- Flooding of area, stagnation of water etc.,
- Availability of space for putting up labour camp, Stores godown, offices etc.
- Industrial Relations & labour problems if any.
- Climate conditions of the area.

Signature of Tenderer(s)

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(B) Self Certificate in support of site visit

I/We have gone through the Note (f) of para 3 of Tender Notice and have visited the site and I/We assured that we will complete the work if it is awarded to us.

Signature of Tenderer(s)

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South Eastern Railway

(C) INSTRUCTIONS TO TENDERERS (S)**2.1 Additional Documents Part of this Tender document (comprising of Technical bid document and Price Bid document)-**

Sl No	Document Name	Published By	Referred in this Documents As
1(a)	South Eastern Railway Unified Standard Schedule of Rates (Works and Materials) -2010 with Correction slips issued up to date of opening of tender.	South Eastern Railway	SERUSSOR
1(b)	South Eastern Railway Schedule of Rates (Works and Materials) -2001 with Correction slips issued up to date of opening of tender.	South Eastern Railway	SOR
2.	Indian Railways Unified Standard Specifications (Works and Materials) -2010 (Volume- I & Volume-II) with Correction slips issued up to date of opening of tender.	Indian Railways	IRUSS
3	Indian Railways Standard 'General Condition of Contract' (GCC)- July, 2014 with all correction slips and the instructions issued by Railway Board upto the date of opening of the tender. The document has been uploaded on Railway Board's website. It may be accessed through the path: "www.indianrailways.gov.in/railwayboard.">>"About Indian Railways">>"Railway Board Directorates">>"Civil Engineering">>"Policy Matters">>"General Conditions of Contract" .	Indian Railways	GCC

Note: The terms "Correction slip" as referred to in this tender document includes the following terms also.

- Addendum slip
- Correction slip.
- Addendum slip and corrigendum slip which are issued in consecutive serials.

2.2 Submission:

- 2.2.1 Tender must be submitted as per Method of Submission (Chapter-I/(I)) and as per Notice Inviting Tender (NIT)(Chapter-I(B)) and must be deposited in the Tender box in the Offices of S.E. Railway as mentioned in Tender Notice on or before the specified time. Tenderer(s) are requested to be present at the time of opening of tender.
- 2.2.2 Tenders containing over writing, additions, alterations, erasures, obliteration and other discrepancies are liable to be rejected. The Tenderer(s) should properly attest all corrections made by them.
- 2.2.3 The Tenderer(s) shall sign every page of the tender document and submit all of them.
- 2.2.4 The Tenderer(s) should quote rates both in figures and in words. Wherever there is a difference between the rates quoted in figures and in words, the rate quoted in words will be taken as correct.
- 2.2.5 The tenderers must submit the list of works in hand with the status of progress of these works.
- 2.2.6 The tenderer must submit the documents/certificates in support of fulfilling the eligibility criteria as specified in Tender Notice and its corrigendums, if issued any.

2.3 If the tenderer(s) deliberately gives/give wrong information/tampered tender document 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.

- 2.3.1 An affidavit is required to be submitted by all tenderers (as given in para 2.20). Based on this affidavit, Tender Committee will deliberate and decide eligibility of tenderers for first packet. However, the suitability/eligibility of shortlisted tenderers will be provisional and same shall be subject to verification of their credentials from issuing authority. Second packet (Finance Bid) of only eligible tenderers will be opened and relevant documents of lowest eligible tender will be verified. If contents in documents submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in Affidavit submitted by them as para 2.20. In such eventuality, next lowest eligible tenderer/offer will be considered.

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- 2.3.2 **If the Tenderer(s) fails to submit the Affidavit as prescribed in Clause 2.3.1 of Instruction to Tenderer(s) along with the offer, the tender offer shall be considered incomplete and will be rejected summarily.**

2.4 Company Profile:

- 2.4.1 Tenderer(s) should specifically and fully disclose in his/their respective tender, their respective constitutions and submit attested Photostat copies of documents like partnership deed, Articles and Memorandum of Association, Certificate of Incorporation etc. if any in support of such disclosures. If Tenderer(s) is/are a firm i.e. partnership business, it should be stated whether the same is Registered under the Indian Partnership Act, and the name and addresses of all the partners of the firm should be fully disclosed. The Railway Administration shall always have the liberty to demand production of the original of the said documents and also to make such further and other enquiries regarding the constitution of the Tenderer(s) as may be considered necessary.

2.5 Earnest Money:

- 2.5.1 The Tender must be accompanied by a sum, as mentioned in this tender, as Earnest Money. *The tenderer shall be required to deposit earnest money 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 earnest money shall be as follows:*

Value of the work (Tender value)	Earnest Money Deposit (EMD)
For works estimated to cost upto Rs. 1 Crore	2% of the estimated cost of the work
For works estimated to cost more than Rs. 1 Crore	Rs. 2 lakhs plus ½% (half percent) of the excess of estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1 crore

The earnest money shall be rounded to the nearest Rs.10.

- 2.5.2 **The Earnest Money should be in cash or Banker's Cheques / Demand Drafts in favour of FA&CAO/Con/South Eastern Railway, Garden Reach, Kolkata executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.**
- 2.5.3 **Earnest Money in shape of Bank Guarantee bond, Deposit Receipts, Pay Orders etc will not be accepted.**
- 2.5.4 The Tenderer(s) shall keep the offer open for a period of 120 days from the date of opening of the Tender. It is understood that the Tender Documents have been sold/issued to the Tenderer(s) and the Tenderer(s) is/are being permitted to the tender in consideration of the stipulation on his/their part that after submitting his/their tender he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to Chief Engineer (C), S.E. Railway. Should the Tenderer(s) fail to observe or comply with the foregoing stipulations, Railway shall forfeit the Earnest Money deposited with the tender.
- 2.5.5 The Earnest Money of the Unsuccessful Tenderer(s) will be returned back. However Railway shall not be responsible for any loss or depreciation that may happen to Earnest Money while they are in Railways possession, nor be liable to pay interest thereon. The tenderer should give the option of returning the EMD of the unsuccessful tenderer whether to be sent by Regd. Post or to be collected by them personally. Live contact numbers and fax numbers may be given on letter pad.
- 2.5.6 *If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfilment of the Contract. This amount of Security Deposit shall be forfeited without prejudice to any other rights or remedies if the tenderer(s) /contractor(s) fails to—*
- Submit the Performance Guarantee within stipulated period as mentioned in Para 2.7 of Instruction to tenderer(s), or*
 - Execute the contract documents within seven days after receipt of notice issued by Railway that such documents are ready, or*
 - Commence the work within **fifteen** days after receipt of orders to the effect.*

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- 2.6.1 *The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. 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 may not exceed 10% of the total value of the contract.*
- 2.6.2 *Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:-*
- (a) *Security Deposit for each work should be 5% of the contract value.*
 - (b) *The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.*
 - (c) *Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.*
- 2.6.3 *Security Deposit shall be returned to the contractor after the physical completion of the work and after passing the final bill based on 'No Claim Certificate' as certified by the Competent Authority. The Competent Authority 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 contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.*
- 2.6.4 *After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.*
- 2.6.5 *In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.*

2.7 Performance Guarantee (P.G):

- 2.7 (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 2.7 (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and

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(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, **FDR in favour of FA & CAO/C, S.E. Railway, Garden Reach, Kolkata** (free from any encumbrance) may be accepted.

NOTE : The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- 2.7(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.
- 2.7(d) The value of PG to be submitted by the contractor will not change, for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 2.7(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. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 2.7(f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee 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.
- 2.7(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 provision of the **GCC**, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

2.8 General:

- 2.8.1 Non-compliance with any of the conditions set forth in this tender document, **GCC** is liable to result in the tender being rejected.
- 2.8.2 The instructions to the Tenderer(s), Special Conditions, SERUSSOR, IRUSS, GCC shall be deemed to form a part of the tender document.
- 2.8.3 SERUSSOR, IRUSS and GCC can be purchased on payment of an amount specified for copy of each volume on any working day during Office hours, subject to availability, from the Office of General Manager (Engineering), S.E. Railway, Garden Reach, Kolkata, 700 043. Standard RDSO drawings can be purchased from RDSO/Lucknow on any working day during Office hours. The drawings can be seen at concerned Dy CE/C's office or CAO/C's office on any working day during Office hours. Detailed drawings shall be issued to the contractor during execution of works.

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- 2.8.4 The Submission of a Tender by a Tenderer(s) shall be deemed to imply that he has read, understood and abide by the conditions stated in tender document, SERUSSOR, IRUSS and GCC.
- 2.8.5 If the Tenderer(s) deliberately give/gives wrong information in his/their Tender or create/creates circumstances for the acceptance of his/their Tender, Railways reserve the right to reject such tender at any stage.
- 2.8.6 The authority for the acceptance of the Tender will rest with the President of India acting through Railway Board (Ministry of Railways), General Manager, S.E. Railway, CAO/C/S.E. Railway and Chief Engineer/c/S.E.Railway, who does not bind himself to accept the lowest or any other Tender nor does he undertake to assign reason for declining to consider the Tender. No correspondence will be entertained with the Tenderer(s) in respect of the rejection of any or all of the Tenders. The Railway reserve the right to accept the Tender either for the full quantity of work or part thereof or divide the works amongst more than one tenderer without assigning any reason for such actions.
- 2.8.7 Should a Tenderer(s) find discrepancies in or omission from the drawings or any of the Tender Forms, or should be in doubt as to their meanings, he/they should at once notify the authority inviting Tender who may send a written instructions to all Tenderer(s). It should be understood that every endeavor has been made to avoid any error which may materially affect the basis of the Tender and the successful Tenderer(s) shall take upon himself/themselves and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 2.8.8 Tender documents in which Tenderer(s) submits Tender shall become the property of the Railway and the Railway shall have no obligation to return the same to the Tenderer(s).
- 2.8.9 Before submitting a Tender, the Tenderer(s) will be deemed to have satisfied himself/themselves by actual inspection of the site and locality of the work all conditions likely to be encountered during the execution of the works. It is understood that Tenderers have taken into account all factors and rates he/they enters/enter in the Tender forms (Rate sheet) are adequate and all-inclusive, to accord with the provisions in Clause –37 of the **GCC**.
- 2.8.10 The successful Tenderer(s) shall execute an Agreement with the President of India acting through the Chief Administrative Officer (Con), S.E. Railway, Chief Engineer (Con), Dy.CE (con)/Works, S.E. Railway, Garden Reach for carrying out the works according to specifications laid down in the document.
- 2.8.11 The Agreement to be executed shall be on the Agreement Form for the works of the S.E. Railway except as specifically varied by these Tender papers, as well as provisions contained in the Tender Documents shall form part of the contract. All certificates submitted by Tenderer including programme & completion of work shall form the part of the agreement.
- 2.8.12 The Tenderer(s) whose tender is accepted shall appear at the office of the Chief Administrative Officer (Con), Garden Reach, S.E. Railway, in person, in case of a Firm or Corporation, a duly authorized representative there of, to execute the Contract Agreement within seven days from the date of receipt of notice issued by Rly that such documents are ready. Failure to do so shall constitute breach of the Agreement effected by the acceptance of the Tender in which case the earnest money accompanying the Tender and liquidated damages shall be forfeited by the Railway for such fault.
- 2.8.13 In case of non acceptance of a Tender by the Railway Administration for any reason whatsoever, the Tenderer(s) cannot claim for the expenses incurred by him in submitting the Tender for the work or for any other account.

2.9 Death of Tenderer:

- 2.9.1 If a Tenderer(s) expires after the submission of his Tender or after the acceptance of his Tender, the Railway shall deem such Tender as cancelled. If a Partner of a Firm expires after submission of their Tender or after the acceptance of their Tender the Railway shall deem such Tender as cancelled unless the Firm retains its character legally acceptable.

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- 2.10 Notwithstanding the fulfilment of eligibility criteria by the tenderer, Railway reserves the right to reject/accept the tender after considering the various circumstances of the individual case.**
- 2.11 Variation in contract quantities:**
- 2.11.1 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- 2.11.2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
- (i) 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;
- (ii) 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;
- (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
- (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.
- 2.11.3 In cases where decrease is involved during execution of contract :
- (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 2.11.4 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 2.11.5 No such quantity variation limit shall apply for foundation items.
- 2.11.6 As far as SERUSSOR items are concerned, the limit of 25% would apply to the value of SERUSSOR schedule as a whole and not on individual SERUSSOR items. However, in case of Non schedule (NS) 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).
- 2.11.7 For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 2.11.8 For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

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- 2.11.9 For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
- 2.11.10 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.
- 2.12 **Disaster management:**
The Railway administration in case of accidents/natural calamities involving human lives can draw all the required vehicles, plants, machinery tools, and equipment of contractors. For payment purposes thereof the item will be operated as a non-schedule (NS) item as per the existing norms and powers delegated to the Railways.
- 2.13 **Release of Payment through ECS/EFT:**
- 2.13.1 Tenderers are to give mandate form as per the format available in tender document for receipt of payment through ECS/EFT. Also the tenderers are to fill up the said particulars during submission of tenders.
- 2.13.2 Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- 2.13.3 Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para 2.13.2 above).
- 2.13.4 In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.
- 2.14 **Bank Guarantees (BGs) to be submitted by contractors should be sent directly to the concerned authorities by the issuing Bank under registered Post with A.D.**

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2.15 SPECIMEN FORMAT OF BANK GUARANTEE BOND PERFORMANCE GUARANTEE BOND

In consideration of the President of India (herein after called "**The Government**") acting through the **Financial Adviser and Chief Accounts Officer (Const.), South Eastern Railway, Garden Reach, Kolkata,** having agreed to exempt ----- (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of **Letter of Acceptance** No. -----dated: ----- for the work of ----- (hereinafter called "the said **Letter of Acceptance**"), of **PERFORMANCE GUARANTEE** for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said **Letter of Acceptance**, on production of a bank Guarantee for **Rs.** ----- - (Rupees _____ only) , we, ----- (indicate the name of the bank)----- (hereinafter referred to as "the Bank") at the request of ----- (contractor(s)) do hereby undertake to pay to the **Government** an amount not exceeding **Rs.** ----- against any loss 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 **Letter of Acceptance/Agreement.**

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

3. We undertake to pay to the **Government** any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

4. We, ----- (indicate the name of bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said **Letter of Acceptance/Agreement** and that it shall continue to be enforceable till all the dues of the **Government** under or by virtue of the said **Letter of Acceptance/Agreement** have been fully paid and its claims satisfied or discharged or till **F.A and CAO/C/GRC/ S.E.Railway**, Ministry of **Railway** certifies that the terms and conditions of the said **Letter of Acceptance/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 **Letter of Acceptance/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 **Letter of Acceptance/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 -----200---
For -----
(indicate the name of bank)

Note:

The PERFORMANCE GUARANTEE should be on the non judicial stamp paper of the appropriate value in accordance with the stamp Act. The stamp paper to be in the name of the Executive Bank.

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2.16 Programme of works:

- (a) Within 21 days of receipt of Letter of Acceptance, the contractor shall submit the programme of works indicating the order in which the contractor proposes to carry out the works. The work should be started simultaneously at two or more location in sections with two separate set of organisational set up by the Agency for faster progress of work. The programme shall indicate the date of possession of site, submittal dates, forecast dates, critical path(s) and sequence of work activities necessary to achieve the completion date of the work. If any time, it appears that the actual progress of the execution of works does not conform to the programme due to delay in site possession for want of land acquisition, the contractor shall produce revised programme necessary to ensure completion of works by its relevant dates, duly taking into account any extension of time granted on account of delay in land acquisition. The construction programme shall contain as minimum requirement.
- Site possession
 - Mobilization/Demobilization
 - Soil Investigation works
 - Establishment and Preliminary works (i/c Design and drawing)
 - Earth works and Drainage works
 - Track works
 - Structural works (Bridges, subways, Culvert etc.)
 - Buildings (Station, Halts, Yards, Depots, Staff Quarters etc.)
 - Testing and Commissioning
 - Contractual date(s) of finishing Construction
- The contractor will be required to submit monthly progress report by 5th of every month to Dy.CE and CE/C office by updating this progress. In case of non-submission of monthly progress report, a penalty of Rs. 10,000/- per month will be deducted from contractor's payment.
- (b) Tenderer(s) should submit detailed programme for completion of work. They should compute resource requirement on monthly basis and submit to the Railways along with the tender. A statement of resources proposed to the deployed at work site on monthly basis should also be submitted to Railways for the same purpose.
- (c) The contractor shall arrange to take minimum 50 nos of colour photographs every quarter at various stages during execution of the work. The contractor shall supply two colour prints of each of the photographs taken in albums at every quarter of the year. Each photograph in the album shall be suitably captioned. Digital copies of the same should be submitted in two separate CDs. Failure to submit the requirements, as above will attract a penalty of Rs.2000 per quarter will be deducted.
- (d) The contractor will take video films of important activities of the work and should be delivered to the Engineer in charge of minimum 45 minutes at every quarter of a year. Failing which a penalty of Rs.2000 will be charged for every quarter of failure. It shall contain narration of activities in English.
- (e) The contractor shall set up temporary site office for Railway officials of approximately 500 sq.ft area having at least three chambers with toilet, and modular furniture at site. The site office must be equipped with Computer, printer, photocopier, fax along with consumables. Staff conversant with computer working shall be available for day to day working. All relevant codes, manual, railway specifications shall be arranged at the site office by the contractor. This site office should be made available and functional within three months of award of the contract failing which a penalty of Rs.20000/- per month (after three months period) shall be imposed.

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- 2.17(a) **Method Statement for Execution of Works: Method Statement for Execution of Works:**
The contractor shall submit, within 21 days of the receipt of the Letter of Acceptance, Method statements as listed below considered as a minimum. The contractor shall submit, in addition, all Method Statements he considers as necessary to explain in sufficient details his approach in executing the contractual works and meeting all deadlines as required in the Government Requirements. The Method Statements shall describe and explain in sufficient detail how the Contractor wants to execute the different parts of the works to meet the contractual requirements. The Agency should adopt all improved mechanisation process in works for speedy progress of work at agency's own interest.
- Soil Investigation
 - Site Installation, Mobilization and Demobilization
 - Earthworks
 - Formwork and Scaffolding
 - Concrete Works (Bridges, Culverts, Subways etc.)
 - Bridge girder assembly and launching
 - Structural Steelworks
 - Track Works
 - Project Management, Project Organization, Project Control
 - Quality Management and Quality Control.
- 2.17(b) **Quality Assurance Plan (QAP):** For works costing above 8 Cr., within 21 days of receipt of letter of acceptance, the contractor shall submit the Quality Assurance Plan in sufficient details covering major items of the contract for approval of Engineer.
- 2.17(c) **Establishing Laboratory at Site:** In all tenders costing more than 10 Cr. Above contractor shall construct site laboratory with adequate furnishings and fixtures to do various tests on soil, aggregates, concrete, reinforcement, water, cement etc. The site laboratory should have adequate space to accommodate all required equipments for various tests related to the contract. Minimum equipments required for this work are as below:

List of Laboratory Equipment -

Sl. No.	DESCRIPTION OF EQUIPMENT	Unit
A.	<u>EARTH WORK.</u>	
1	IS set of sieves with base & top lid 20mm, 19mm, 10mm, 4.75mm, 2 mm 600 mic, 425 mic., 212 mic., 75 mic.,	2 Sets
2	Hand operated sieve shaker for above sieves	1 No
3	BALANCE	
	a) Pan balance 10 Kg. Capacity (with 1.0 gm Least Count).	1 No.
	b) Electronic balance 500 gm capacity (with 0.1 gm Least Count).	1No.
4	Field density apparatus complete.	
	a) Sand replacement.	2 Sets.
	b) Core cutter with dolly	5 Sets.
5	Modified heavy Proctor density apparatus full unit.	2 Sets
6	Liquid Limit apparatus hand operated with counter & grooving tools.	2 Sets
7	Shrinkage limit apparatus	1 No.
8	Stainless steel spatula - 25cm long	2 Nos.
9	Porcelain bowl for LL - 15cm dia.	3 Nos.
10	Aluminum dish with lid – 5cm dia.	4 Nos.
11	Wash bottle - 1 lit. capacity 500ml capacity	6 Nos.
12	Glass plate 10mm thick 50x50 cm	2 Nos.
13	Ground glass 5mm thick 50x50 cm	2 Nos.
14	a) Enameled trays 45x30cm	3 Nos.
	b) Enameled trays 20x20cm	3 Nos.
15	a) Enameled plates 6 inch dia	10 Nos.
	b) Enameled plates 8 inch dia.	10 Nos.
	c) Enameled plates 10 inch dia.	10 Nos.
16	Frying pans	3 Nos.
17	Stove janta	2 Nos.
18	Straight edge 300mm long	3 Nos.

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19	Grain size analyser of fines a) Hydrometer	2 Nos.
	Grain size analyser of fines b) Thermometer 0 to 50 c	2 Nos.
	Grain size analyser of fines c) Glass cylinder 1000cc capacity with 60mm dia.	5 Nos.
20	Desiccators as IS –6128	2 Nos.
21	Can of 10 litre capacity for distilled water Wooden mortar and pestle.	3 Nos
22	Specific gravity test apparatus.	1 No.
23	Density bottle-50ml capacity Glass cylinder 100 cc capacity (for 1 Free Swell index test)	2 Nos.
24	Oven- thermostatically controlled to maintain a temperature 105-110c	2Nos.
25	Consumable Item - Sieve brush	1 No.
26	Wire brush	
27	Sodium carbonate	
28	Sodium hexa meta phosphate.	
29	Kerosene	
30	Mercury	
31	Additional Equipment - Hand auger 150mm dia with extension rod.	
32	Sampling tube 100mm dia. And 450mm length	
	<u>CONCRETE WORKS</u>	
1	Cube Moulds of adequate numbers & sizes	45
2	Slump Test Apparatus with all accessories.	12
3	Marsh Cone.	1
4	Pycnometer 1 ltr.	3
5	Pycnometer 500 ml.	3
6	Flakiness and Elongation Gauges each one	2
7	Aggregate impact Value Test Apparatus including all accessories.	1
8	Bulk density set.	1
9	Density Basket	1
10	Sieves 450 mm internal dia confirming to IS: 460 of size varying 2.36mm to 80.00mm	0
11	Lid & Pan.	2
12	Brass Sieves 200 mm internal dia confirming to IS: 460 of size varying 45 Microns to 4.75mm	0
13	Lid & Pan	3
14	System for measuring water penetration in six concrete samples. Complete with required compressor, constant pressure arrangement, tubing and leak proof clamping arrangement as per DIN1048 Specifications. Constant pressure to be maintained during the test.	3
15	Crushing Valve.	1
16	Standard Weight Set for calibration of balances.	2
17	Steel Scoop Small	3
18	Oven for moisture content weights as required for various tests including moisture content.	1
19	Permeability test arrangement	Applicable only in case of Major Bridges
20	Compressive strength testing machine	
21	Equipment for detecting density of Bentonite	
22	Equipment for detecting Marsh cone viscosity of Bentonite	
23	Equipment for detecting pH value of Bentonite	
24	Equipment for detecting Sand Content of Bentonite	
25	Equipment for detecting Liquid Limit of Bentonite	
26	Equipment for Load transfer test	
27	Static load test with tendon – anchorage assembly	

Note: The above list of equipments is indicative only. The same may vary as per the actual requirement as decided by the Engineer-in-Charge.

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2.18 SPECIMEN FORMAT OF INDEMNITY BOND FOR SALES TAX OR ANY OTHER TAXES

(On Stamp paper of Rs.100/-)

1. This Indemnity Bond is executed on thisTwo thousand ,by
..... (Name of Contractor) (hereinafter called Contractor) a company incorporated under the Companies Act,1956, having its registered office at..... in favour of the President of India acting through the Chief Administrative Officer (Con)/Chief Engineer(con)/Dy CE(con), South Eastern Railway, Garden reach, Kolkata 700 043 hereinafter called the 'Railway' which expression shall include its successors and assigns).
2. Whereas, the indemnifier has entered into a contract bearing LOA No. dt.....
..... for execution of(name of work)
3. AND Whereas, in terms of Clause no. 3.33.1 of the General Conditions of Contract
.....(Name of Contractor) of the said contract the indemnifier is required to execute an Indemnity Bond in favour of 'Railway' against any claim by Govt./Local Bodies for all taxes and Royalty levied by State Government and/or central government/Local Body.
4. Now, by this Indemnity-Bond,(Name of the Contractor) undertakes as under:
 - (a)That(Name of Contractor) hereby undertakes and binds himself to act as per condition of the LOA No.Dated..... and undertakes to indemnify, the South Eastern railway represented through Chief Administrative Officer (Con))/Chief Engineer(con)/Dy CE(con), South Eastern Railway, Garden Reach, Kolkata 700 043 against any claim by Govt./ Local body for all taxes and royalty levied by State Govt./Central govt./ Local bodies.
 - (b)That(Name of Contractor) hereby 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 to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
5. That this Bond shall be irrevocable during its period and shall remain in full force and effect till it discharged by 'Railway' in writing.
6. In witness whereof,(Name of Contractor) has hereto set its hand through its authorized representative under the seal of the company on this day, month and year first above mentioned.

EXECUTANT

Witness (with address)

- 1)
- 2)

Signature of Tenderer(s)

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2.19 SPECIMEN FORMAT OF DETAILS STATEMENT OF WORKS EXECUTED/COMPLETED BY THE CONTRACTORS DURING LAST THREE YEARS (I.E. CURRENT YEAR UPTO THE DATE OF OPENING OF THE TENDER AND PREVIOUS THREE FINANCIAL YEARS)

SI No	Name and Place of Work	Authority/Agency for which work was carried out	Date of Award & Agreement No. & Date
1	2	3	4

Date of Completion (Original/Actual)	Agreemental Cost/Completion Cost	Principal/Technical features work in brief	SI No. at which relevant certificate/documents are attached
5	6	7	8

Signature of Tenderer(s)

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2.20 FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public Notary on non-judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer)**

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 South Eastern Railway, do hereby solemnly affirm and state on 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 document from South Eastern Railway website www.tenders.gov.in and printed the same. I/We have verified the content of the printed 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.

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 me/us.

- 6. I/We understand that if the certificates regarding eligibility criteria submitted by me/us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for one year. Further, I/we [insert name of the tenderer]** and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/We also understand that if the certificates submitted by me/us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

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.
Attestation before Magistrate/ Notary Public.

Signature of Tenderer(s)

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2.21 SPECIMEN FORMAT FOR COMPLETION CERTIFICATE BY GOVT./SEMI GOVT./ PUBLIC SECTOR UNDERTAKING/ AUTONOMOUS BODIES/ MUNICIPAL BODIES FOR WORK DIRECTLY AWARDED BY THEM

(Completion Certificate by Govt./Semi Govt./ Public Sector Undertaking/ Autonomous bodies/
Municipal bodies for work directly awarded by them)

Name of Organization

Postal address, Phone No., Email ID, Fax No.

Letter No.

Date:

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3. (i)	Name of Firm/Organization with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement.	
5.	Final value of contract as completed. (if final bill paid)	
6.	Date of award of contract	
7.	Has the work physically been completed in all respect as per contract agreement?	(Yes/No)
8.	If yes, then actual date of physical completion.	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: Component of payment made in respect of similar nature of work e.g. earthwork /Track/Bridges etc. (as defined in eligibility criteria) out of the total payment made under Sr. No. 9 above.	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)

Name and Designation of officer

Mobile No. of officer

Seal of officer

Note: (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Para 2.20).

(ii) Copy of certificate duly attested shall be submitted along with tender document.

(iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under Instructions to tenderers and conditions of tender.

Signature of Tenderer(s)

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(D) GENERAL CONDITIONS OF CONTRACT

3.1 General:

3.1.1 The Special Conditions of Contract therein and Instructions to Tenderer(s) and the stipulations made in the Schedules items of quantities and rates shall govern the works under this contract, in addition to and/or in part suppression of the **SERUSSOR,IRUSS** and **GCC**.

3.2 Precedence Order:

3.2.1 When there is a conflict between the Instructions to Tenderers, General Conditions of Contract of tender document, Special Conditions of Contract of tender document, stipulations contained in the Schedules of items, quantities and rate of tender document on the one hand and the **SERUSSOR-2010, IRUSS-2010** and **GCC** with latest correction slips on the other, the former shall prevail.

3.2.2 Provision contained in Instructions to Tenderers, General conditions of contract, Special Conditions of contract therein and Schedule of items quantities and rates get precedence over provisions contained in **IRS Code/IRC code/IS codes/codes** owned by other institution.

3.2.3 In case of conflict between provisions of **IRS/IRC/IS** specification the precedence will be in same order. In case of ambiguity the decision of Chief Engineer (C) shall be final and binding on the contractors.

3.2.4 In case of conflict between Instruction to tenderers and any of the notes in Drawing, Special condition of contract therein and Schedule of items, quantities and rates, the former shall prevail. In case of ambiguity the decision of Chief Engineer (Con) shall be final and binding on the contractor.

3.2.5 The Notes for the Schedule of items will take precedence over Special Conditions of Contract therein and also on SERUSSOR, IRUSS.

3.2.6 Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

3.2.7 All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of therein made by the Engineer on behalf of the Railway shall be final and binding on the contractor and shall be considered as "Excepted matters" in terms of conditions No. 63 of **GCC**.

3.3 Agreement

3.3.1 All expenses in drawing up to agreement and cost of stamp duty, if any shall be borne by the contractor.

3.4 Passes:

3.4.1 No railway pass of any kind for self/agent/labourer, for any purpose in connection with this tender/contract will be issued to the contractor.

3.5 Change of address.

3.5.1 Any change in the address of the contractor shall be forthwith intimated in writing to the railways. The Railways will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this.

3.6 Cancellation of document:

3.6.1 The cancellation/change of any document such as power of attorney, partnership deed etc. shall forthwith be communicated by the Contractor to the Railway in writing failing which the Railway will have no responsibility or liability for any action on the strength of said document.

3.7 Dissolution of Contractor's Firm:

3.7.1 If the Contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the Principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any, by the Railway due to such dissolution. The General Manager of the Railway shall decide the amount of such compensation and his decision in the matter shall be final and binding on the Contractor(s).

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3.8 Deployment of plant and machinery:

- 3.8.1 The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operations of such equipment involving infringement to moving dimensions prescribed in the Handbook of the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer-in-charge. Contractor/s shall be wholly responsible for any losses or damage resulting from violation of this clause.

3.9 Use of new materials secured with Govt.'s assistance:

- 3.9.1 Where any new materials for the execution of the contract are procured with the assistance of the Railway, either by issue from Railway stocks or purchased under arrangements made or permits or licenses issued by the Government, the contractor shall hold said materials as a trustee for the Railways and use such materials economically and solely for the purpose of the Contract for which they are issued and not dispose them off without the permission of the Railway. He shall also return if required by the Chief Engineer ©/S.E. Railway, Garden Reach to such destination as may be directed, all or part of surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on payment of such price as Chief Engineer ©/ S.E. Railway, Garden Reach may fix with due regard to the conditions of the materials. In the event of the contract being cancelled for any default on the part of the contractor(s) the freight charges for the return of the materials according to the direction of the Chief Engineer (Con) / S.E. Railway, Garden Reach shall be borne by the Contractor. The decision of the Chief Engineer) Con)/ S. E. Railway, Garden Reach shall be final and conclusive.
- 3.9.2 In the event of any breach of the aforesaid conditions, the Contractor shall in addition to making himself liable for action for contravention of the terms of the license or permit and or for criminal breach of trust be liable to account to the Railway for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

3.10 Renewal of Deposits by Contractors:

- 3.10.1 In the case of Tenderer(s)/Contractor(s) depositing performance guarantee/security deposit in the shape of fixed deposit receipt, it shall be with automatic renewal facility only.

3.11 Damages by Accidents/Floods/Rains /Cyclones Etc.:

- 3.11.1 The Contractor(s) shall take all precautions against damages from accidents, floods or tides etc. No compensation shall be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor(s) shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration lost or damaged by any cause during the course of construction work.
- 3.11.2 The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs that may have occurred from any cause whatsoever, to any part of the new structures during currency of contract. If any damages caused by the contractor the penalty shall be imposed by the Railway Administration as per extent rules.

3.12 Emergency work:

- 3.12.1 In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the work in which Administration will not be liable to pay the Contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof, as shall be determined by the Engineer-in-charge of S.E. Railway to the Contractor.

3.13 Night work:

- 3.13.1 Contractor/s attention is drawn to clause 23 of the GCC, which stipulates that no work shall be carried out between sunset and sunrise without previous permission by the Engineer.
- 3.13.2 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 Contractor/s to carry out the works even at night without conferring any right on the Contractor for claiming any extra payment for the same. The Contractor at his own risk and cost shall make all arrangements in this connection for the safety of works and safety of work persons.

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3.14 Service Roads:

- 3.14.1 The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor in or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor.

3.15 Water supply:

- 3.15.1 The Contractor/s shall be responsible for the arrangements to obtain potable water supply necessary for the works. No arrangements will be made by the Railway administration for supplying water to the Contractor either for drinking purpose or execution of work. Rates quoted shall include the cost of arranging potable water supply. Only potable water shall be permitted to be used in all types of concrete as well as for curing.

3.16 Electricity:

- 3.16.1 Any electric supply required at site for whatsoever purpose shall be arranged by the Contractor/s. The Contractor/s shall be responsible for the arrangements for obtaining electric supply at his own cost and rates quoted shall include the cost of providing electric supply arrangements required for the work.
- 3.16.2 If required by Contractor/s, the Railway Administration may give required assistance in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.

3.17 Income Tax Deduction:

- 3.17.1 In respect of works, the contract value of which is more than Rs. 10,000/- each, a deduction of 2% on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 and 1991. From time to time surcharge will also be deducted along with I. Tax per extant rules.

3.18 Deployment of Qualified Engineer at work site by the Contractor:

- 3.18.1 Tenderer(s)/Contractors after award of the contract shall be required to employ engineering graduates/diploma holders on monthly salary and for the duration as indicated below:
- 3.18.2

Contract value	No of Graduate Engineer / Diploma Holders	Engineer	Duration
More than Rs. 200 lakh and above	One	Qualified Graduate Engineer	During currency of Contract.
More than Rs. 25 lakh but less than Rs. 200 lakh	One	Qualified Diploma Holder Engineer	During currency of Contract.

- 3.18.3 In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3.18.2 above, he, in terms of provisions of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs. 40,000 and Rs. 25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3.18.2 above, respectively.

3.19 Procurement of Machinery by Contractor:

- 3.19.1 It should be clearly understood that it is entirely Contractor's responsibility and liability to find and procure all the machinery, tools and plant and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or import difficulties or any other causes, whatsoever, shall not be taken as an excuse for slow progress or non-performance of the work.

3.20 Hire of Railway's Plant and Machinery:

- 3.20.1 The Railway may at their discretion give on hire to the Contractor such plant as compressors, Pneumatic equipment, concrete mixers and light equipment, as considered necessary by the engineer. However it does not guarantee hiring any such machinery and it shall not entertain any claim or compensation due to Railways inability to supply such plant/machinery or the condition of the Railway's plant/machinery supplied on hire be taken as an excuse for slow progress or for non-performance of the work. Recovery of hire charges will be from the day one to the day of return to the Railway store as per direction of Engineer-in-charge.

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3.20.2 Hire charges on Plant and Machinery:

The Railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be calculated on the basis of the GCC together with correction slips issued up to date of tender notice.

3.20.3 Statutory Certificate Etc.

While the machine(s) is/are in the possession of the Contractor(s) he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The Contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.

3.20.4 Access to Plant at Hirer's Premises:

The Railway shall be given reasonable access to the plant and such facilities as may be necessary to satisfy itself that the plant is being so used as to avoid any unnecessary wear or less or risk.

3.20.5 Right to Recall:

The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.

3.21 Storage of Railway Materials:

The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway materials issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge or his representative at all times.

3.22 Maintenance Period:

3.22.1 The maintenance period in terms of Clause 47 and 48 of the GCC shall be SIX MONTHS from the date of issue of completion certificate for all works **except earthwork and ballast, for which there shall be no maintenance period.**

3.23 Employment of Railway surplus labour by contractor:

3.23.1 The Tenderer(s) may be required to engage surplus/retrenched casual labour of the S.E.Railway if found suitable up to the extent of twenty persons for each Lakh or part of the value of the contract during the currency of the contract. The terms of the employment between such labour and the Tenderer(s) may be on mutually agreed terms subject to the statutory provisions contained in the labour regulations and enactments. The contractor(s) shall indemnify the Railway against any claim arising out of employment of such labour and the Railway shall not be a party to any disputes etc. arising out of the employment of such labour by the Tenderer(s)/Contractor(s).

3.23.2 The Contractor shall engage local labour for skilled/unskilled work as far as proposed one practicable.

3.24 Anti-larval work:

3.24.1 During execution of the works against this contract the Contractor(s) shall be responsible for anti-larval work at his/their own cost.

3.25 Non-itemized works:

3.25.1 Where item not covered by the schedules are to be executed, the rates for such non-itemized works shall be negotiated before commencement of such work or to be got executed through any other agency by the Railway at the discretion of the Railway Administration.

3.26 Time is the essence of Contract:

3.26.1 Time is the essence of contract. All the works are required to be completed in all respects as stipulated by the Railway within the completion date. Progress shall be maintained strictly in accordance with the programme given by the Contractor and accepted by the Engineer-in-charge from time to time as per the programme chart BAR/CPM/PERT chart.

3.27 Lead and Lift on Railways/Contractor's Materials:

3.27.1 No lead and lift for the Contractors/Railways materials is payable for the works executed under this contract unless otherwise specified.

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3.28 Testing of cement concrete:

- 3.28.1 The rates for concrete works shall be deemed to include all charges for testing of cement aggregates, sand, water and the concrete as required to be done in accordance with specifications, including the cost of labour, materials, equipment, moulds, transport etc. The Contractor shall prepare at his own cost standard cubes of concrete according to the directions of the Engineer-in-charge both for the Preliminary Tests and during Work Tests. The charges of testing shall be borne by the contractor.
- 3.28.2 The Contractor shall follow the Guidelines for Quality Control for Concrete as per Indian Railways Standard Code of practice for Plain, Reinforced and Pre-stressed concrete for Bridge Construction (Concrete Bridge Code) Incorporating Correction slips up to date of tender opening, as well as Specifications and Special Conditions of Contract.
- 3.28.3 The criteria for acceptance of concrete work shall be that the test results carried out at 28 days age should be found satisfactory.

3.29 Cutting/uprooting of trees:

- 3.29.1 No extra rate shall be paid for cutting or uprooting trees of any girth, grubbing root of trees or jungle clearance involved in any work under this contract.

3.30 Explosives:

- 3.30.1 The contractor has to make his own arrangements to get the necessary licenses/permits for storing and use of explosives. The contractor has to make his/their own arrangements for procurement of the explosives and detonators required for the work and their storage as per extant rules and regulations.

3.31 IS Codes/IRS Specifications:

- 3.31.1 Wherever any reference to Code, specification, Act etc. is made in this document, it shall be taken as a reference to the latest version thereof, including all amendments and corrections there to or otherwise specified.
- 3.31.2 The contractor shall not be entitled to any extra payment on any account for compliance with the various provisions of IS specifications/IRS specifications and Special Conditions of contract. The rates indicated in the schedule shall be deemed to include all works required to be done in compliance with the specifications.

3.32 Utilization of Railway Stones:

- 3.32.1 Notwithstanding the inclusion of some of the rates in the schedules with contractor's stones/aggregate, the Contractor(s) shall utilize the Railway's useable surplus stones, if available for use as such or by converting them into aggregate of sizes required. The cost of boulder shall be recovered for one cubic meter net of such stones as per the prevailing rate of the area or @ Rs.100/- per cum or as may be decided by the Railway (after deducting 25% for voids). The Contractor(s) shall collect the boulders from locations within the limit of contract section wherever they are offered to him within the section limits. The rate per cubic meter net includes royalty, collection as required. The rate also includes loading, transportation of cut spoils which has to be done by the Contractors at his/their own risk and cost and the rate is towards the cost of cut stone available on "as is and where is basis". The boulder issued to the Contractor(s) for the above purpose will be used only for the works of the agreement and shall neither be disposed off nor be used for any other agreement.

3.33 Sales Tax, Entry Tax or any other taxes:

- 3.33.1 The Contractor shall bear in full all taxes and royalties levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the contractor and State Government/or Central Government. **The contractor shall expressly indemnify Railways against any such claim by Govt. agency/ local body etc. by submitting an Indemnity Bond within 21 days from the date of issue of Letter of Acceptance.** The Indemnity Bond will be part of agreement. Railway may recover such taxes and royalties etc. as per the provision of relevant rules of the concerned State if the contractor fails to pay the taxes and royalties to the Government.

3.33.2 The Building and other Construction Workers Welfare Cess Act, 1996 is applicable in this contract.

The tenderer for carrying out any construction work in **Orissa State** must get themselves registered from the Registering Officer under Section – 7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the **Orissa State** Govt and submit certificate of Registration issued from the Registering Officer of the **Orissa State** Govt. (Labour Deptt.) . For enactment of this Act, the tenderer shall be required to pay cess @ **1%** of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item. The tenderer/contractor must submit the certificate of registration issued from Registering Officer duly notarised before execution of agreement.

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3.34 Tree Cutting:

- 3.34.1 If the section passes through forestland, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer-in-Charge of the work. Unauthorized felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.

3.35 Approval of Samples of Material:

- 3.35.1 All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer-in-charge of the work. Contractor shall submit samples of materials to be used for work and arrange for the supplies, only after the samples have been approved by Engineer.

3.36 Blasting:

- 3.36.1 Wherever a cutting passes through or near OHE transmission line only controlled blasting is to be resorted to as per schedule.
- 3.36.2 The guidelines for blasting as provided in GCC should be followed.

3.37 Place of issue of Railway materials:

- 3.37.1 The materials required to be supplied by the Railway for the items where specified will be issued from any of the Railway store depots, and the transportation of the materials to sites of work and surplus materials from the sites of work to Railway store Depot specified by the Engineer-in-charge will be at contractor's cost.

3.38 Isolated Safety Precautions:

- The contractor will take special precautions and make all arrangements of his own cost of labour, material etc. including all expenses as directed/approved by Engineer-in-charge wherever they are arriving at the situations to provide the arrangement as listed below:
- 3.38.1 Approach ramps should have easy gradients and should meet formation in smooth curve to facilitate easy manoeuvring of vehicles from ramp to formation.
- 3.38.2 A gate/barrier should be provided across entry points for vehicles/machinery coming close to track. Such gates should be kept locked and entry of vehicles should be regulated by the representative of contractor authorised by the Engineer-in-Charge of Railway at work site.
- 3.38.3 Duly designed semi-permanent fencing should be provided along running line, at a distance of 3.5m from the centre line of the track, at work sites. The fencing should remain in position till vehicles/machinery are required to work adjacent to running line.

- 3.39 (a) **Extension of Time for Delay Due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A of GCC -2014, 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 of GCC-2014) 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 a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

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

- (i) For contract value upto Rs. 2 lakh - 10% of total value of the contract.
- (ii) For contract valued above Rs. 2 lakh -10% of first Rs.2 lakh and 5% of balance.

Further, competent authority while granting extension to the currency of contract under Clause 17(B) of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case.

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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.
(This is as per GCC -2014 Clause 17 B)

As per above provision a token penalty of 0.1 percent of balance value of contract for every month of delay on the part of agencies with denial of PVC may be imposed.

(b) Transparency Boards at Site: Name of work, Specifications of 5 major items and contact number of Dy. CE/Con and CE/Con to be displayed. These Boards be installed at all work sites, but contact numbers to be given in Boards installed in the areas where there is no problem anticipated from miscreants, and be decided by Dy. CE/C in consultation with concerned CE/C, and CAO/C kept informed.

Minimum important 5 milestones and their completion dates are required to be displayed.

3.40 Certificate of completion of works:

3.40.1 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 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.

3.41 Provision of Efficient And Competent Staff At Work Sites By The Contractor:

3.41.1 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.

3.41.2 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.

3.41.3 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.

3.42 Deployment Of Qualified Engineers At Work Sites By The Contractor:

3.42.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

3.42.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 3.42.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 3.42.1.

3.42.3 No. of qualified engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'special condition of contract' by the tender inviting authority.

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3.43 Price variation clause as per clause 46A of General Conditions of Contract.

CLAUSE 46A- PRICE VARIATION CLAUSE

(Price Variation Clause (PVC) shall be applicable only for contracts of value (Contract Agreement Value) Rs. 50 Lakh and more, irrespective of the contract completion period)

Clause 46A. - Price Variation Clause:

46A.1 Price Variation Clause (PVC) shall be applicable only for contracts of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract.

Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

1.1 Applicability of PVC based on original contract value is illustrated as under:-

“If estimated value of a tender (N. I. T. value) is Rs. 55 lakh; but value of the contract as per Contract Agreement is Rs. 45 lakh, then PVC shall not apply, even if the actual final value is Rs. 50 lakh or more due to variation in quantities during execution of the contract. Thus, variation in quantities after signing of Contract Agreement is not relevant for deciding whether PVC is applicable to a contract or not.”

46A.2 The Base Month for 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration

46A.3 Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

46A.4 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.

46A.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement & Lime, Concreting, Ferrous, Nonferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

46A.6 The percentages of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under:

Component	Percentage	Component	Percentage
(A) Earthwork Contracts :			
Labour Component	50%	Other Material Components	15%
Fuel Component	20%	Fixed Component *	15%
(B) Ballast and Quarry Products Contracts:			
Labour Component	55%	Other Material Components	15%
Fuel Component	15%	Fixed Component *	15%
(C) Tunnelling Contracts :			
Labour Component	45%	Detonators Components	5%
Fuel Component	15%	Other Material Components	5%
Explosive Component	15%	Fixed Component *	15%
(D) Other Works Contracts:			
Labour Component	30%	Fuel Component	15%
Material Component	40%	Fixed Component *	15%

* It shall not be considered for any price variation.

Note: For this contract, payment under PVC will be made as per para- 'D' above i.e, Other Works Contracts.

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

- (i) $L = \frac{W \times (L_Q - L_B) \times L_C}{L_B \times 100}$
- (ii) $M = \frac{W \times (M_Q - M_B) \times M_C}{M_B \times 100}$
- (iii) $F = \frac{W \times (F_Q - F_B) \times F_C}{F_B \times 100}$
- (iv) $E = \frac{W \times (E_Q - E_B) \times E_C}{E_B \times 100}$
- (v) $D = \frac{W \times (D_Q - D_B) \times D_C}{D_B \times 100}$
- (vi) $S = S_W \times (S_Q - S_B)$
- (vii) $C = C_V \times (C_Q - C_B) / C_B$

For Railway Electrification Works :

- (viii) $T = [(C_S - C_O) / C_O \times 0.4136] \times T_C$
- (ix) $R = [(R_T - R_O) / R_O + (Z_T - Z_O) / Z_O \times 0.06] \times R_C$
- (x) $N = [(P_T - P_O) / P_O] \times N_C$
- (xi) $Z = [(Z_T - Z_O) / Z_O] \times Z_C$
- (xii) $I = [(I_T - I_O) / I_T] \times 85$

Where,

- L Amount of price variation in Labour
M Amount of price variation in Materials
F Amount of price variation in Fuel
E Amount of price variation in Explosives
D Amount of price variation in Detonators
S Amount of price variation in Steel
C Amount of price variation in Cement
T Amount of price variation in Concreting
R Amount of price variation in Ferrous Items
N Amount of price variation in Non- Ferrous Items
Z Amount of price variation in Zinc
I Amount of price variation in Insulator
L_C % of Labour Component
M_C % of Material Component
F_C % of Fuel Component
E_C % of Explosives Component
D_C % of Detonators Component
T_C % of Concreting Component
R_C % of Ferrous Component
N_C % of Non- Ferrous Component
Z_C % of Zinc Component
W Gross value of work done by contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price, **minus the price values of cement & steel**. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)
L_B Consumer Price Index Number for Industrial Workers- All India: Published in R. B. I. Bulletin for the base period

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L _Q	Consumer Price Index Number 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	Index Number of Wholesale Prices – By Groups and Sub – Groups: All commodities – as published in the R. B. I. Bulletin for the base period
M _Q	Index Number of Wholesale Prices – By Groups and Sub – Groups: 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	Index Number of Wholesale Prices – By Groups and Sub – Groups for Fuel and Power as published in the R. B. I. Bulletin for the base period
F _Q	Index Number of Wholesale Prices – By Groups and Sub – Groups for Fuel and Power as published in the R. B. I. Bulletin for the average price index of the 3 months of the quarter under consideration
E _B	Cost of explosives, as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period
E _Q	Cost of explosives, as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration
D _B	Cost of detonators, as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period
D _Q	Cost of detonators, as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration
S _W	Weight of steel in tone, supplied by the contractor as per the 'on-account' bill for the month under consideration
S _Q	SAIL's (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor, as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor, whichever is lower In case, there is no notification by SAIL for the month under consideration, the price of steel, as notified in the last available month shall be taken
S _B	SAIL's ex-works price plus Excise Duty thereof (in Rs. Per tone) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened In case, there is no notification by SAIL for the month under consideration, the price of steel, as notified in the last available month shall be taken
C _V	Value of Cement supplied by Contractor as per on account bill in the quarter under consideration
C _B	Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the base period
C _Q	Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
C _S	RBI wholesale price index for cement & lime for the month which is six months prior to date of casting of foundation
C _O	RBI wholesale price index for cement & lime for the month which is one month prior to date of opening tender
RT	IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of materials
R _O	IEEMA price index for Iron & Steel for the month which is one month prior to date of opening tender
P _T	IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of materials
P _O	IEEMA price for Copper wire bar for the month which is one month prior to date of opening tender
Z _T	IEEMA price for Zinc for the month which is two months prior to date of inspection of materials
Z _O	IEEMA price for Zinc for the month which is one month prior to date of opening tender
I _T	RBI wholesale price index for Structural Clay Products for the month which is two months prior to date of inspection materials
I _O	RBI wholesale price index for Structural Clay Products for the month which is one month prior to date of opening tender.

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46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9 Relevant categories of steel for the purpose of operating Price Variation formula, as mentioned in this Clause, based on SAIL's ex-works price plus Excise Duty thereof, shall be as under:

SL	Category Of Steel Supplied In Railway Work	Category Of Steel Produced By SAIL Whose Ex- Works Price Plus Excise Duty Would Be Adopted To Determine Price Variation
1	Reinforcement bars and other rounds	TMT 8mm IS 1786 Fe 415/Fe 500
2	All types and sizes of angles	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3	All types and sizes of plates	PM Plates above 10-20 mm IS 2062 E250A SK
4	All types and Sizes of channels and joists	Channels 200 x 75 mm IS 2062 E250A SK
5	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1,2 & 3 above

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 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B 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 17-A, the price adjustment for the period of extension granted under Clause 17-B 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 17-A 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 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract.

3.44 **Determination of Contract:**

Modified Clause 62 (1) (xiii) (A) of GCC: At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or,

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(E) General Clause:

**E (1)- Stage Payment on supply of steel in the Works Contract
(Cost more than Rs. 15 Crore).**

In case of works costing more than Rs.15 crore the stage payment for supply of steel physically brought by the contractor to the site (even before its actual use in the works), will be applicable with following aspects :

- a. The material shall be strictly in accordance with the contract specifications.
- b. The material shall be delivered at site and properly stored under covered sheds in measurable stacks.
- c. The quantities of materials shall be brought to the site only in such instalments that would facilitate smooth progress of work and consumed in reasonable time.
- d. Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.
- e. Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.
- f. Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.
- g. Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the materials is actually consumed in the work.
- h. The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.

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E (2)- Mobilization Advance Clause and Interest Rate for Mobilization Advance (Work costing Rs.25 crore and above)

- (a) The tenderer/contractor may be granted a recoverable interest bearing mobilization advance upto 10% of the contract value provided he specifically applies for it while tendering. If the tenderer fails to apply specifically for mobilization advance while giving his offer at the tendering stage, in cases where grant of mobilization advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The rate of interest will be **4.5% per annum above the base rate of State Bank of India, as effective on the date of approval of payment of mobilisation advance by the competent authority.**
- (b) The advance will be granted in two instalments, which will be 5% of the contract value on signing of the contract agreement and the balance 5% on mobilization of site establishment, setting of offices, bringing in equipment and actual commencement of work. Sanctioned advance amount of each instalment will be equal to the instalment along with the interest amount calculated up to the end of contract period.
- (c) The recovery shall commence when the value of the contract executed reaches 15% of the original contract value and shall be completed when the value of the work executed reaches 85% of the original contract value. The instalment on each on account bill will be on pro rata basis.
- (d) Interest will 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 such on account bills along with pro rata principal recovery. In the event of any shortfall the same will be carried forward to the next on account bill and will attract interest at 10% per annum.
- (e) The Bank Guarantee for advance should clearly cover principal plus interest and should be valid for the complete duration of the work.
- (f) The mobilisation advance shall be against an irrevocable bank guarantee (bank guarantee, FDR's, KVP's/NSC's) of at least 110% of the value of the sanctioned advance amount. The bank guarantee shall be from a nationalised bank in India. These guarantee bonds shall be returned as and when the value of the advance plus interest is recovered from the running bills.

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E (3)- INCENTIVE BONUS PAYMENT CLAUSE

If the contractor completes the work before the original completion period or revised completion period whichever less, the contractor shall be eligible for incentive Bonus payment as per following parameters :-

- (i) The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever less.
- (ii) The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less.
- (iii) This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account (Railways account or contractors account).
- (iv) Period less than a month will not be reckoned for the incentive bonus calculation.

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CHAPTER-IV

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(A) General Technical Requirement:

SPECIAL CONDITIONS OF CONTRACT FOR BLANKETING

Blanketing work shall be executed in accordance with specifications as contained in para 1.10 of IRUSS- 2010.



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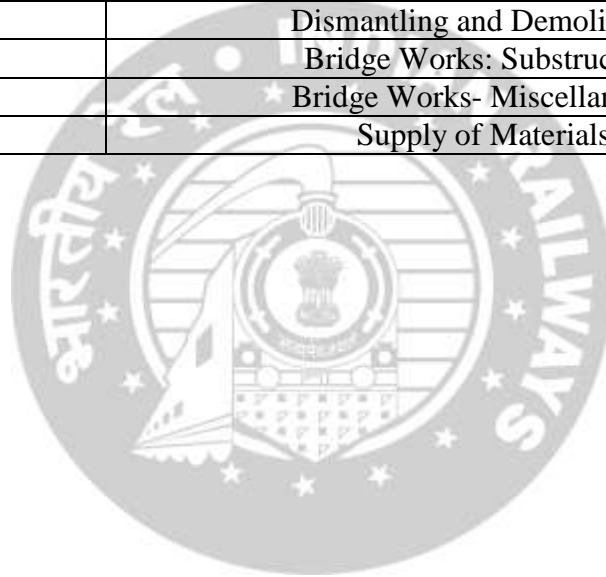
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(B) Technical Specifications-

Following table gives the few relevant references of Indian Railway Unified Standards Specification 2010 (IRUSS- 2010), towards technical specifications:

Sl. No.	Reference Chapter of IRUSS 2010	Item of Chapter
1	1	Earthwork
2	4	Reinforced Cement Concrete
3	18	Dismantling and Demolishing
4	19	Bridge Works: Substructure
5	22	Bridge Works- Miscellaneous
6	25	Supply of Materials



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(C) SAFETY RULES

- 1.0 **Within 21 days of receipt of acceptance letter, the contractor shall submit a safety assurance plan in sufficient details for approval of the Engineer.**
- 1.1 Suitable scaffolds should be provided for workmen for all works that cannot be safely done from the ground or from solid construction except for such short periods work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and handholds shall be given an inclination not steeper than 1 to 4 (1 Horizontal to 4 Vertical).
- 1.2 Scaffolding or staging more than 3.5 metres above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, bracketed and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.
- 1.3 Working platform gangways and stairways should be so constructed that they should not sway unduly or unequally and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
- 1.4 Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm. for ladder upto and including 3.5 metres in length.
- 1.4.1 For longer ladders this width should be increased by at least 20 mm. each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed so as to cause danger or inconvenience to any persons or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defenses of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person shall be paid by the Contractor to compromise any claim by any such person. In case the Contractor fails to settle such problems, the Railway Administration will make payments arising on account of the conditions given above to the concerned parties and recover the same from Contractor's dues without any delay. Contractor will not have any claim on this account at any stage.
- 1.5 **Demolition:** Before any demolition work is commenced and also during the process of work
- A) All roads and open area adjacent to the work site shall either be closed or suitably protected.
- B) **NO ELECTRIC CABLE OR APPARATUS WHICH IS LIABLE TO BE A SOURCE OF DANGER OVER A CABLE OR APPARATUS USED BY THE OPERATOR SHALL REMAIN ELECTRICALLY CHARGED.**
- C) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosives or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.
- 1.6 All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed in the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
- a) Workers employed on mixing asphaltic materials cement and mortar shall be provided with protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye sight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 1.7 When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries like to be sustained during the course of the work.

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- 1.8 Use of hoisting machines and tackles including their attachment anchorage and supports shall confirm to the following standards of condition.
- a) (i) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - b) Every crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding.
 - c) In case of every hoisting machine and every cable ring, hook, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - d) In case of departmental machine, the safe working load shall be notified by the Technological Engineer-in-Charge. As regards Contractor's machines, the contractors shall notify the safe working load of machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Engineer concerned.
- 1.9 Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load; adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on Electrical installations which are already energized, insulating mats wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 2.0 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate warning facilities should be provided at or near places of work.
- 2.1 These safety provisions should be brought to the notice of all concerned by display on a notice board, at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the Contractor.
- 2.2 To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge of the Department or their representative.
- 2.3 Notwithstanding the above clause from 1.1 to 1.12, there is nothing in these to exempt the contractor from the operations of any other act or rule in force in the Republic of India.
- 2.4 **PRECAUTIONS TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES**
- 2.4.1 Whenever a lorry or any other from a road transport is required to ply along or in the vicinity of a running line or any other railway track while Railway Engines or trains are liable to move, the contractor shall inform the Engineer in Writing, of such requirements specifying the locations and duration of time over which such specified road vehicles have to operate in the area (for loading/leading/unloading or earth, ballast or any other materials or plant or equipment) without any obstructions or dislocation to the running of trains. The Contractor shall also furnish the particulars of vehicles and the name and photographs of drivers with copy of the licensee and attendant retain for each vehicle to enable the engineer to issue necessary permits (after counseling the driver and attendant) allowing the holder to operate the vehicles, with such restrictions regarding the duration and/or location as are considered necessary. Such permit shall be returned to the engineer, as soon as the work for which it is issued is over.
- 2.4.2 The Engineer-In-Charge or his Authorized Representative will personally counsel, examine and certify the road Vehicle Drivers, Contractor's Flag Man and Supervisor and will give written permission giving names of Road Vehicle Drivers, Contractor's Flag Man and Supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
- (a). The Road Vehicles will ply only between sunrise and sunset.
 - (b). Nominated Vehicles and Drivers will be utilized for the work in presence of at least one Flag Man and on Supervisor certified for such work.

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(c). The Vehicle shall ply 6 mtr. Clear of track. Any movement / work at less than 6 mtr. and up to minimum 3.5 mtrs. clear of track centre, shall be done only in presence of Rly. Employee authorized by the Engineer-in-charge. No part of the Road Vehicle will be allowed at less than 3.5 mtrs. from track centre.

(d). The Contractor shall remain fully responsible for ensuring safety and in case of any accident shall bear the cost of all damages to this equipment and crew and also damages to Rly. And its Passengers. Engineer-In-Charge may impose any other condition necessary for a particular work of site. Such permit shall be returned to the Engineer, as soon as the work for which it is issued is over.

2.4.3 The Contractor shall execute a bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be Contractor’s agent in charge of the vehicles and the attendants shall, at all times, be vigilant and on the look out for signals from the lookout men, flag men or other personnel available at site with a view to stop or regulate road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a railway engine, without any delay or detention. The Contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements as stipulated in the rules made under the Indian Railway Act and to seek and be guided by the signals and other directions of any look out men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The Contractor shall employ necessary lookout men also at his own cost, irrespective of any arrangement that Railway may make in this regard.

2.4.4 The Contractor also undertake to make good at his cost any inconvenience, loss, damage of other expenses cause to or incurred by the Railway Administration to pay such amounts as are determined by the Engineer to be recoverable from the contractor as penalty or damages for any omission, negligence, carelessness, oversight or accident on the part of any of the contractor’s agent, drivers or attendants or any other person to whom the services of the holder of the permit (issued by the Engineer) has been lent or otherwise made accessible or available.

2.4.5 Suitable gates/barriers should be installed across the new embankment, preferably adjoining the manned/unmanned level crossings. The entry for the vehicles shall be regulated by an authorized representative of the Engineer- in -charge during the working hours.

2.4.6 Any breach of these conditions by the contractor and/or his agents affecting the safety of movement of train, engines, or other rolling stock of the railway shall constitute a breach of contract by the contractor entailing liability for termination of contract for default on the part of the Contractor.

2.4.7 In Exceptionally vulnerable location, the contractor shall provide physical barrier in the form of barricades so as the indicate the limit up to which the vehicles can approach the running line. The location or circumstances under which such barriers have to put will be decided personally by the Engineer-in-charge. Payment to the contractor shall be made as per relevant SOR items.

2.4.8 The permission will be given to the vehicles to ply in the vicinity of railway line only between sunrise and sunset.

2.4.9 The vehicle shall ply 6m. clear from the centreline of track. Any work movement at less than 6.0m and up to minimum 3.5m clear of track center shall be done only in the presence of railway employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed at less than 3.5m from track center.

2.4.10 The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to the equipment, men, machinery and also damage to railway property and its passengers.

2.4.11 Turning point for the road vehicles should be in such a manner that there is no danger to running track and should be sufficiently away from the running line.

2.4.12 Reversing of road vehicles should be done in such a manner that all time the driver invariably faces the running line and should be sufficiently away from the running line.

2.4.13 The Contractor will have to depute their flagmen and supervisors who also will be counselled by the Engineer-in-charge or his representative.

2.4.14 Engineer-in-charge may impose any other conditions necessary for a particular work or site from time to time.

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