



## TENDER DOCUMENT

(Online e-tender)

Tender No: HRIDC/FS/DPR/313/2022

**Name of Work: Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited.**

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

Corporate Office: SCO 17-19, 3rd Floor, Sector 17A, Chandigarh.

Website: [www.hridc.co.in](http://www.hridc.co.in)

<https://etendershry.nic.in>

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**Tender Document  
(TOP SHEET)**

**A. Brief Details of Tender:**

Description	Particulars of tender
Mode of Tender	Online E-tender
Tender Notice No.	Tender No: HRIDC/FS/DPR/313/2022
Full name of work	Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited
Approx. cost	<b>Rs. 9,25,00,030/- (Including GST)</b>
Earnest money amount/Bid Security	<b>Rs. 6,12,500/-</b>
Tender document cost	Rs. 29,500/- (Including GST)
E- service fees	Rs. 1000 + 18% GST
Completion period	36 Months
Availability of tender document on e-procurement portal of Haryana Govt.	Tender documents will be available on e-procurement portal Haryana Government i.e. <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> From 14.07.2022 at 17:00 Hrs to 10.08.2022 upto 15:00 hrs.
Last date & Time to upload the tender Documents	10.08.2022 upto 15:00 Hrs
Date & Time of Opening of Tender	10.08.2022 upto 15:30 Hrs

**Note: Only one single percentage above/below/at par against each schedule for the tender shall be quoted by the tenderer in the financial schedule and any tenderer quoting rates other than percentage shall be summarily rejected**

# **1. NOTICE FOR INVITATION OF TENDER (NIT)**

Tender No. HRIDC/FS/DPR/313/2022

1.1. Haryana Rail Infrastructure Development Corporation Limited (HRIDC), a joint venture Company of Ministry of Railways and Government of Haryana, having its office at SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh, India, invites Online Open e-Tender for the following works on prescribed electronic forms. Submission of manual tender is not permitted.

1.2. **Name of Work:** Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited.

## **Details of NIT:**

a)	Estimated Cost of Work	Rs. 9,25,00,030/- (Including GST)
b)	Earnest Money Deposit (EMD) and E- Service fees.	Amount of EMD: Rs. 6,12,500/- Amount of e- service fees Rs. 1000/- + GST (Non-refundable) Note: The online payment of EMD, e-Service fees and Tender document cost are essential. No other mode of payments is acceptable.
c)	Cost of Tender Document	Rs. 29,500/- (Including GST) (Non-refundable).
d)	Completion period	36 Months
e)	Availability of tender Document	From 14.07.2022 at 17:00 hrs. on e-procurement portal of Haryana Govt.
f)	Date and time of submission of Online e-Tender on the e procurement portal of Haryana Govt.	Tender submission start date: 02.08.2022 at 15:00 Hrs Tender submission end date: 10.08.2022 at 15:00 Hrs
g)	Date & Time of opening of e-Tender	10.08.2022 at 15:30 Hrs
h)	E-tender portal for Uploading of tender Documents, Corrigendum/ Addendum, Award of Work etc.	<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>

1.3. Deleted.

1.4. Tenderer/s are advised to note the eligibility and minimum qualifying criteria specified in the “Instruction to tenderer/s” stipulated in the Tender document.

1.5. Availability of Tender documents: The tender documents and Addendum/Corrigendum (if any) will be available free of cost for downloading on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT (Details of NIT). However, it will be the responsibility of the tenderer/s to download complete tender documents and to check and see issuance of addendum / corrigendum (if any). The addendum / corrigendum, if any, shall be made available only on the e- procurement portal of Haryana Govt.

- 1.6. E-tenders must be accompanied with EMD, cost of tender document & e- service fees of requisite amount online mode as stipulated in clause 1.2 of NIT and specified in the Tender document. Any tenders received without EMD, cost of tender document & eservice fees shall be summarily rejected
- 1.7. For MSEs / Startup business, e-tenders must be accompanied with the details as stipulated in the tender document. Such tenderer/s shall also upload the scanned copies of these details in their online tender before the last date and time mentioned therein.
- 1.8. **Last Date of Receipt and opening of Tenders:** Tender submissions shall be done online on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT. Tenderer/s to take note of uploading the mandatory scanned documents towards EMD and other documents as stated in the tender document. Submission of tender shall be closed automatically after the last date and time on e-procurement portal of Haryana Govt. after which no tender document can be uploaded.
- 1.9. **General Instructions on e-tendering.**
  - 1.9.1. Tender shall be valid for a period of **90 days** from date of opening of tender including Addenda/ Corrigendum issued if any and shall be accompanied with a EMD of the requisite amount.
  - 1.9.2. HRIDC reserves the right to accept or reject any or all tenders any time without assigning any reasons. No tenderer/s shall have any cause of action or claim against the HRIDC for rejection of tender/s.
  - 1.9.3. Tenderer/s are advised to keep in touch with e-procurement portal of Haryana Govt. for any updates.
  - 1.9.4. The payment for EMD, Tender Document Fees and e-Service Fee shall be made by eligible tenderer/s online directly through net banking or payment Gateway, please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
  - 1.9.5. Intending tenderer/s will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment of above-mentioned EMD, tender document cost and e-service fees. The intended tender, who fails to pay EMD & other fees under the stipulated time frame, shall not be allowed to submit his / her tenders for the respective event/ Tenders.
  - 1.9.6. The interested tenderer/s must remit the funds to the beneficiary account number specified under the online generated challan. The intended tenderer/s Agency thereafter will be able to **successfully verify their payment online and submit their tender on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**
  - 1.9.7. The interested tenderer/s shall have to pay mandatorily e-Service fee, tender document cost (under document fee– Non-refundable) as given in clause 1.2 of NIT online by using the service of secure electronic gateway.
  - 1.9.8. The interested tenderer/s are requested to go through below Instructions Regarding Electronic e-Tendering System'.

**1. Registration of Tenderers on e-tendering Portal:**

- a. Tenderers are required to enroll on the above-mentioned e-Procurement portal by clicking on the link “Online Tenderer Enrollment” on the Portal which is free of charge.
- b. As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- c. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement Portal.

**2. Obtaining a Digital Certificate:**

- a. The Tenders submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Tenderer Tender online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant’s PAN Card) and Address proofs and verification form duly attested by the Bank Manager/ Postmaster/ Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website– <https://etenders.hry.nic.in>.
- c. The Tenderers may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- d. The Tenderer must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

For any queries related to e-tendering process (registration, online e-bid submission/withdrawal, uploading of documents), Tenderer may contact the below representative of NIC:

**Ms. Manju Aggarwal**

**Technical Director,**

**Scientist-E, NIC.**

**Panchkula.**

**E - mail:** [a.manju@nic.in](mailto:a.manju@nic.in)

**Help Desk:** 0172 – 584257, 94170-69017.

- e. Tender for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- f. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- g. In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures -7- of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- h. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, Tenderers are required to pay the tender documents fee online using the electronic payment gateway service through their Debit Cards & Internet Banking accounts. For online payments guidelines, please refer to the Home page under tab “Guidelines for hassle free Bid Submission” of the e-procurement Portal of Government of Haryana, <https://etenders.hry.nic.in>.

### **4. Pre-requisites for online Tendering:**

In order to operate on the electronic tender management system, a user’s machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from National Informatics Center or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### **5. Online Viewing of Detailed Notice Inviting Tenders:**

The Tenderers can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-tendering system on the Home Page at <https://etenders.hry.nic.in>

### **6. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-tendering portal <https://etenders.hry.nic.in>

### **7. Key Dates:**

The Tenderers are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all Tenderers. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**8. Online Payment of Tender Document Fee, eService fee & Tender Preparation & Submission (Technical & Commercial/ Financial Bid):**

- a. **Online Payment of Tender Document Fee + e-Service fee:** The online payment for Tender document fee and e-Service Fee shall be made using the secure electronic payment gateway by Tenderers online directly through Debit Cards & Internet Banking accounts. The secure electronic payments gateway is an online interface between Contractors and Debit card/ online payment authorization networks.
- b. **Preparation & Submission of online Applications/Tenders:**
- i) Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) from 17.05.2022 at 05:00 PM to 27.05.2022 upto 03:00 PM and tender mandatorily be submitted online following the instructions appearing on the screen.
- ii) Scan copy of Documents to be submitted/uploaded for Technical& Commercial bid under online Technical Envelope: The required documents as indicated in this tender document shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**9. Only Electronic Form (Refer Tender document).**

Financial or Price Bid shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.

**NOTE:-**

- A. Tenderers participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>
- B. For help manual please refer to the 'Home Page' of the e-tendering website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee + e Service & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted Tenderer/ Agency wherever required shall be opened online in the presence of such Tenderers/ agency who either themselves or through their representatives choose to be present. The Tenderer can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

**2. INSTRUCTIONS TO TENDERER/S (ITT)**

**2.1. Scope of Tenders**

**2.1.1.** In connection with the Invitation for tenders indicated in the Tender Data Sheet (TDS), Employer, hereinafter referred to as the 'HRIDC', issues these tender Documents for execution of work as specified in tender Requirements. The name, identification, number of contract(s) are provided in the Tender Data Sheet and NIT.

**2.1.2.** Throughout these Tender Documents:

- a) the term "in writing" means communicated in written form and delivered against receipt;



- b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- c) “day” means a calendar day.
- d) “week” means a period of seven days.

## 2.2. Source of funds

**2.2.1.** The required funds have been sourced by HRIDC, unless otherwise specified in the TDS.

## 2.3. Corrupt Practices

**2.3.1.** The HRIDC requires that tenderer/s, suppliers, and contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the HRIDC:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “Corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any tenderer/s in the tender process or the execution of a contract;
  - ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a Hiring process or the execution of a contract;
  - iii. “Collusive practice” means a scheme or arrangement between two or more tenderer/s, with or without the knowledge of the HRIDC, designed to influence the action of any tenderer/s in a tender process or the execution of a contract;
  - iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a tender process, or affect the execution of a contract;
- a. has the right to reject the tender for award if it determines that the tenderer/s recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- b. will sanction a tenderer/s or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in HRIDC’s activities, if it at any time determines that the tenderer has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the HRIDC.
- c. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer may be:
  - v. Disqualified and banned for further business dealings for a period of 05 years with the HRIDC forthwith if not yet appointed as the tenderer either by issue of Letter of Acceptance or entering into of the Agreement. In such event, HRIDC shall forfeit the

Security Deposit, without prejudice to any other right or remedy that may be available to the HRIDC.

- vi. And if the tenderer/s has already been issued the Letter of Acceptance or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this contract agreement, be banned for further business dealings with the HRIDC for a period of five years, by a communication in writing by the HRIDC to the contractor/s, without the HRIDC being liable in any manner whatsoever, as the case may be. Further the Contract may be terminated and the decision of HRIDC in this regard shall be final and binding on the contractor/s. In case the contract is terminated, HRIDC shall forfeit and appropriate the Performance Security/ Guarantee payable to the HRIDC, without prejudice to any other right or remedy that may be available to the HRIDC.

#### 2.4. Eligible Tenderer/s

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

The tenderer(s) must necessarily upload the legal documents at the time of tendering on or before closing of uploading of tender pertaining to the constitution of their Concern as applicable, along with the tender, as enumerated below. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of their Concern. The tenderer(s) shall give full details of the constitution of the Firm/JV/Company/Society etc. in “Annexure-D” to “General Tender Conditions and Instructions to Tenderers” of Tender Document and must submit the following documents, without fail

- A. Sole Proprietorship Firm:** Following documents shall be submitted by the tenderer on or before closing of uploading of tender. (i) A copy of notarized Affidavit certifying the Sole Proprietorship of the firm. (Standard Affidavit as per Annexure O-1 (ii) All other documents in terms of eligibility criteria. (iii) All details of firm must be provided in **Annexure-D**.
- B. Partnership Firm:** If the tender is uploaded on behalf of a “Partnership firm/concern”, The Partnership Firm should be registered with Registrar of firms before the date of opening of tender. The tenderer must submit following documents along with the offer:
  - i) Notary certified copy of the Partnership Deed
  - ii) A copy of notarized/registered Power of Attorney (**Annexure O-2**).
  - iii) Document(s) in support of Registration of firm with Registrar of firms viz. Registration certificate/ Form- A & Form-B/ Form C (as applicable) etc. issued by Registrar of firms.
  - iv) An undertaking by all the partners of the Partnership Firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any

other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).

v) All other documents in terms of eligibility criteria.

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria:**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
3. Separate identity/ name should be given to the partnership firm. The partnership firm should have PAN/ TAN number in its own name and PAN/ TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from HRIDC and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of HRIDC and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and the Tender-Securing declaration shall be executed.
5. If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and the Tender Securing declaration shall be executed. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform HRIDC beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.
6. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
7. The tender form shall be submitted only in the name of partnership firm. The Tender-

Securing Declaration shall be submitted by or as mentioned in tender document. The Tender-Securing Declaration submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

8. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
9. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
10. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
11. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the HRIDC/FS/DPR/313/2022 SIGNATURE OF TENDERER following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
  - a. Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the HRIDC for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - b. Joint and several liabilities: The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the HRIDC for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to HRIDC during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - c. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
  - d. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the HRIDC.
12. Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm

shall be adjudged based on satisfactory fulfilment of the eligibility criteria.

**C. Joint Venture (JV): *Joint Venture (JV) is not permitted for subject Tender.***

**D. Company registered under Companies Act-2013:** If the tender is uploaded on behalf of a Company registered under Companies Act-2013, the tenderer must submit/upload along with the tender the following documents on or before closing of uploading of tender.

- i) Copy of the MOA (Memorandum of Association)/AOA (Articles of Association) of the Company;
- ii) A copy of Certificate of Incorporation.
- iii) A copy of notarized/registered Power of Attorney (Standard Performa as per **Annexure O-3** by the Company (backed by the resolution of Board of Directors) (Standard Performa as per **Annexure O-4** in favour of the individual signing the tender on behalf of the Company and create liability against the company.
- iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).
- v) All other documents in terms of eligibility criteria.
- vi) All details of firm must be provided in **Annexure-D**.

**E. Registered Society & Registered Trust:**

If the tender is submitted on behalf of a Society, the tenderer must upload these documents on or before closing of uploading of tender

- i) A Notarized copy of the Certificate of Registration.
- ii) A Notarized copy of Deed of Formation.
- iii) An undertaking that Registered Society/ Registered Trust is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).
- iv) All other documents in terms of eligibility criteria.
- v) All details of firm must be provided in Annexure-D.

**F. LLP (Limited Liability Partnership):** If the tender is submitted on behalf of LLP registered under LLP Act-2008, the Tenderer shall submit along with the tender-

- i) Notarized copy of the LLP Agreement;
- ii) A Copy of Certificate of Incorporation; and
- iii) A copy of notarized/registered Power of Attorney/authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP (Standard Performa as per **Annexure O-5**).
- iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).
- v) All other documents in terms of eligibility criteria.
- vi) All details of firm must be provided in **Annexure-D**.

#### **G. In case of HUF**

- i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or any other Ministry / Department of Govt. of Haryana from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract (April 2022).
- iii) All other documents in terms of eligibility criteria.
- iv) All details of firm must be provided in **Annexure-D**.

After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in HRIDC's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted. No change in the constitution of the firm/ JV/ sole/ Partnership firm/ Company/ LLP/Society shall be permitted after opening of the tender except where necessitated due to the operation of succession law.

**Note: If all the requisite documents pertaining to the constitution of the firm/JV/sole/partnership firm/company/LLP/Society etc., as specified in clause 2.4.1 above, are not submitted, offer will be considered as incomplete and shall be summarily rejected.**

#### **2.4.2. Notes:-**

- i) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company

etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

- ii) The HRIDC will not be bound by any change in the composition of the firm made subsequent to the submission of tender. HRIDC may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- iii) The HRIDC will not be bound by any change in the composition of the firm made subsequent to the submission of tender. HRIDC may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- iv) If the tenderer expires after the submission of his tender or after the acceptance of his tender, HRIDC shall deem such tender/contract as cancelled, if a partner of firm expires after the submission of their tender, HRIDC shall deem such tender as cancelled unless the firm retain its character.
- v) If the Contractor's firm is dissolved on account of death, retirement of any partners or for any reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of HRIDC due to such dissolution. The amount of such compensation shall be decided by Haryana Rail Infrastructure Development Corporation and decision in the matter shall be final and binding on the Contractor.
- vi) The cancellation of any documents such as power of attorney, partnership deed etc., shall forth be communicated to HRIDC in writing, failing which HRIDC shall have no responsibility or liability for any action taken on the strength of the said documents.
- vii) The cancellation of any documents such as power of attorney, partnership deed etc., shall forth be communicated to HRIDC in writing, failing which HRIDC shall have no responsibility or liability for any action taken on the strength of the said documents to be actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to claim for compensation on account of any increase or decrease either in the quantity of in the contract value.

**2.4.3.** The tenderer/s or any of its constituents shall not have conflict of interest. All tenderer/s found to have a conflict of interest shall be disqualified. A tenderer/s shall be considered to be in a conflict of interest with one or more parties in this tendering process, if, including but not limited to:

- a) they have controlling shareholders in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this tender; or
- d) they have a business relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer/s, or
- e) a tenderer/s cannot participate as a single entity or as a partner in more than one tender for a package in this tendering process. Participation by a tenderer/s in more than one

tender will result in the disqualification of all tender/s in which the partner is involved. Also, a tenderer/s cannot be a sub- contractor to another tenderer/s.

#### **2.4.4. The tenderer/s shall be disqualified if:**

- a) In the last five years there has been a written directive by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or any state rail JV promoted by Ministry of Railways or Haryana State Govt or any of its attached/ subordinate offices, blacklisting the tenderer/s against providing such professional services as mentioned in the tender.
- b) In the last two years the tenderer/s has failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the tenderer/s, or the tenderer/s has been expelled from any project or contract or have had any contract terminated for breach on part of the tenderer/s as evidenced by any court decree or arbitral award against the tenderer/s to such effect.
- c) The tenderer/s or any of its constituents has suffered bankruptcy/ insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of tenders or thereafter till finalization of tenderer/s.
- d) deleted
- e) The tenderer/s or its constituent(s) has been declared by Ministry of Railways or any of its attached/ subordinate offices or HRIDC or any state rail JV promoted by Ministry of Railways in India to be a poor performer and the period of poor performance is still in force on the deadline for submission of tenders.

#### **2.4.5. The tenderer/s shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause (using Form PS-2, given in Section: Tender Forms) along with the tender submission. Failure to furnish this information or documentation may result in the rejection of the tender.**

### **2.5. Sections of Tender Document**

**2.5.1.** The tender Document consists of Sections indicated below and should be read in conjunction with any Addenda/Corrigenda issued in accordance with ITT clause2.4.

- Instructions to Tenderer/s (ITT)
- Tender Data Sheet (TDS)
- Evaluation and Qualification Criteria (EQC)
- Tender Forms (TF)
- Form PS-2
- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Contract Forms (CF)



- Scope of Work
- Reference Documents (If any)
- Financial Bid

**2.5.2.** The Notice for Invitation of tender issued by the HRIDC shall be part of the Tender Document.

**2.5.3.** The HRIDC is not responsible for the completeness of the tender Document and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the HRIDC in the clause 1.2 of NIT (Notice for Invitation for tender).

**2.5.4.** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the tender.

**2.6. Clarification of tender Document:**

**2.6.1.** No clarifications are desirable being the document is self-explanatory.

**2.7. Amendment of Tender Document**

**2.7.1.** At any time prior to the deadline for submission of tender, the HRIDC may amend the tender document by issuing addenda/corrigendum.

**2.7.2.** Any corrigendum/addendum issued shall be part of the tender document and shall be made available only on the e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT.

**2.7.3.** To give prospective tenderer/s reasonable time in which to take an addendum into account in preparing their tender, the HRIDC may, at its discretion, extend the deadline for the submission of tender.

**2.8. Cost of Tendering**

**2.8.1.** The tenderer/s shall bear all costs associated with the preparation and submission of its tender, and the HRIDC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.9. Language of Tender**

**2.9.1.** The tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer/s and the HRIDC, shall be written in English. Supporting documents and printed literature that are part of the tender may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English in which case, for the purposes of interpretation of the tender, such translation shall govern. In case the documents are in foreign language or Indian Language other than English, a translation of the same by an authorized translator shall be submitted.

**2.10. Documents comprising the Tender:**

**2.10.1.**The Tenderer/s shall submit their online e-tender on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT.

**2.10.2.**Tenderer/s has to submit online EMD, tender cost, e- service fees in the proper format as provided on e-procurement portal or upload the relevant details for MSEs/Startup business along with the tender prior to closing of tender submissions. Seeking exemptions no EMD shall be submitted in physical form to the authority.

**2.10.3.**The tenders shall be opened online at the latest date and time specified in clause 1.2 of NIT. The Tender shall be evaluated by the HRIDC in accordance with the stipulated Evaluation and Qualification criteria. No amendments or changes to the tender would be permitted after the opening. If tender do not conform to the specified requirements, the HRIDC has the right to reject such tender and the contract shall be awarded to the other tenderer/s in accordance with the criteria for evaluation.

**2.10.4.**Deleted.

**2.10.5.The tender shall contain the following:**

- a) Rates in accordance with ITT 2.12.
- b) The online EMD shall be submitted as mentioned under clause 1.2 of NIT, in accordance with ITT Clause 2.16.
- c) Written confirmation authorizing the signatory of the tender to commit the tender, in accordance with ITT Clause 2.17.2.
- d) Documentary evidence in accordance with ITT Clause 2.14 establishing the tenderer/s qualifications to perform the contract; and
- e) Any other document required in the TDS.
- f) Form –UT -Undertaking regarding the downloaded tender document.

**2.10.6.**The financial Schedule is provided in the online e-procurement portal of Haryana Govt. and Only one single percentage above/below/at par against each schedule for the tender shall be quoted by the tenderer and any tenderer quoting rates other than percentage shall be summarily rejected. **The rates/ percentage shall not be offered/ quoted elsewhere in the tender document uploaded on portal.** These prices should include all costs associated with the contract. The tenderer shall complete the offer in accordance with the instructions given in the tender. Alternative technical solution will not be permitted

**2.11. Tender Documents and Financial offer**

**2.11.1.**The tenderer/s using the appropriate formats available on e- procurement portal must be completed without any alterations; no substitutes shall be accepted. All blank spaces shall be filled up with the desired information. Alternative tender and time for completion will not be permitted.

## **2.12. Rates and Discounts**

**2.12.1.**The prices quoted by the tenderer/s in the financial schedule shall confirm to the requirements specified below: -

**2.12.2.**In the financial schedule, quantity, unit and rates against each item have been indicated. Only one single percentage above/below/at par against each schedule in the tender shall be quoted by the tenderer and any tenderer quoting rates other than percentage shall be summarily rejected. The tenderer/s quoting any Special conditions other than discounts will not be considered and conditional offer is liable to be rejected.

**2.12.3.**Rates and Cost quoted by the tenderer/s shall be inclusive of all duties, taxes, GST, royalties etc. complete and no any other charges/taxes shall be admissible/ paid to contractor except mentioned in the tender schedule. Contractor has to submit GST invoice along with each monthly payments/Bill and also responsible for deposit and filing Goods and Services Tax (GST) returns in time with GST Department. HRIDC will not be responsible for any penalty, claims imposed/ raised by concerned State Govt. and Central Govt. On the request of HRIDC, contractor has to provide documentary evidence towards payment of GST. The Final bill/single bill payment shall be released on the undertaking of the contractor/s that GST returns have been filled with the concerned department for earlier released payment by HRIDC. GST returns for final payment will also be submitted in time by contractor/s. Contractor/s shall be responsible for payment of GST as per rules and regulations.

## **2.13. Documents Comprising the tender:**

**2.13.1.**The tenderer/s shall furnish a binding document for deployment of required vehicles/ equipment and Drivers/ personnel etc. as stipulated Schedule.

**2.13.2.**Tenderer/s should note that for non-submission of the required documents, the HRIDC has the right to reject his offer.

## **2.14. Documents Establishing the Qualifications of Tender**

**2.14.1.**To establish its qualifications to perform the Contract in accordance with Section: Evaluation and Qualification Criteria and two packet system, the tenderer/s shall submit Technical and financial details / information as requested in the corresponding information sheets included in Section: Tender Forms.

**2.14.2.**Domestic tenderer/s, individually applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITT 2.30.1(TDS)

## **2.15. Period of Validity of Tender/offer**

**2.15.1.**The tender shall remain valid for a period identified in Para 1.9.1 of NIT. A tender valid for a shorter period may be rejected by the HRIDC as non-responsive.

**2.15.2.**In exceptional circumstances, the HRIDC may request tenderer/s to extend the period of validity of their offer. The request and the responses shall be made in writing. Online EMD shall be treated as extended also. Tenderer/s may refuse the request without forfeiting its

EMD. Tenderer/s granting the extension shall not be permitted to modify their offer

## **2.16. Earnest Money Deposit (EMD)**

**2.16.1.** Unless otherwise specified in the tender, the tender shall furnish online EMD as stipulated in clause 1.2 of NIT.

**2.16.2.** The EMD, tender document cost and e- service fees shall be submitted online through net banking or payment gateway only.

**2.16.3.** Any tender not accompanied with mandatory fees i.e., EMD, tender document cost and e-service fees as required in accordance with tender, the HRIDC has the right to reject such tender.

**2.16.4.** The EMD of unsuccessful tenderer/s shall be returned back after award of work and furnishing of the performance guarantee by successful tenderer/s. However, EMD of those tenderer/s, who have not been technically and financially qualified and validity of their offer has not been extended shall be returned after expiry of validity period.

**2.16.5.** The Earnest Money Deposited by the successful tenderer/s along with his tender will be retained by HRIDC as a part of security deposit for the due and faithful fulfillment of the contract by the contractor. EMD shall be adjusted towards SD at the last to complete the full value of SD.

**2.16.6.** The EMD shall be forfeited:

- a) if the tenderer/s withdraws his offer during the validity period.
- b) if a tenderer/s misrepresents or omits the facts in order to influence the tendering process;
- c) if the successful tenderer/s fails to:
  - i. sign the Contract in accordance with ITT 2.35;
  - ii. furnish a performance Guarantee in accordance with ITT 2.34;
  - iii. accept the correction of its Tender Price pursuant to ITT 2.28.2; or
  - iv. furnish a domestic preference security if so required.
- d) if the affidavit submitted by the tenderer/s or its constituents in pursuance to ITT clause 2.4.3 or any of the declarations submitted by the tenderer has been found to be false at any stage during the process of tender evaluation.
- e) In case the tenderer who has been exempted for submission of EMD being Micro & Small Enterprise/ Startup Business, and;
  - i. withdraws his tender during the period of offer validity; or
  - ii. becomes the successful tenderer, but fails to commence the work (for whatsoever reasons) as per terms & conditions of tender; or
  - iii. refuses or neglects to execute the contract; or
  - iv. fails to furnish the required Performance Guarantee within the specified time, Then such tenderer/s and his partners shall be debarred from participating in future tenders for a period of 05 year from the date of discharge of tender / date of cancellation of LOA / annulment of award of contract as the case may be. Thereafter, on expiry of period of

debarment, the tenderer/s and his partners may be permitted to participate in the tendering process only on submission of required tender Cost /EMD

**2.16.7.** Further the HRIDC may advise the authority responsible for issuing the exemption certificate to take suitable actions against the tenderer/s such as cancellation of enlistment certificate etc.

#### **2.17. Format and signing of tender**

**2.17.1.** The tenderer/s shall submit their tender online on e-procurement portal of Govt. of Haryana as mentioned in clause 1.2 of NIT.

**2.17.2.** The tender shall be submitted online and tenderer/s shall upload his tender on e-procurement portal of Haryana Govt. as mentioned in clause 1.2 of NIT using class-III digital signature of the authorized signatory having notarized Power of Attorney (POA).

#### **2.18. Uploading of tenders**

**2.18.1.** Tenderer/s shall upload their tender online on e-procurement portal of Haryana Govt. within the stipulated date and time as mentioned in clause 1.2 of NIT (Notice for Invitation of Tender). The tenderer/s shall ensure that they had received receipt/ acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online

**2.18.2.** EMD/Relevant details of MSEs / Startup business shall also be scanned and uploaded as mentioned under clause 1.2 of NIT within the deadline provided in clause 1.2 of NIT. It shall be the responsibility of the tenderer/s to ensure uploading of required documents for submission of tender successfully.

**2.18.3.** The HRIDC may, at his discretion, extend the deadline for submission of tender by issuing a corrigendum/addendum, in which case all rights and obligations of the HRIDC and the tenderer/s previously subject to the original deadline will thereafter be subject to the deadline as extended.

**2.18.4.** Tender sent telegraphically or through other means of transmission except as mentioned in clause 2.17.1 of ITT shall be treated as invalid and shall stand rejected.

#### **2.19. Deadline for Submission of tender**

**2.19.1.** It shall be the responsibility of the tenderer/s to ensure that his tender is submitted online on e-procurement portal of Govt. of Haryana as mentioned in clause 1.2 of NIT before the deadline of tender submission. HRIDC will not be responsible for any delay, internet connection failure or any error in uploading of tender. The tenderer/s are advised to upload their documents well before the due date and time of submission of tender to avoid any problem and last-minute rush.

**2.19.2.** The HRIDC may, at its discretion, extend the deadline for the submission of tender by amending the tender Document in accordance with ITT 2.4, in which case all rights and obligations of the HRIDC and tenderer/s previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 2.20. Late tenders

**2.20.1.** Submission of tender shall be closed on e-procurement portal of Haryana Govt. at the date & time of submission prescribed in clause 1.3 of NIT after which no tender can be uploaded. However, HRIDC shall not consider any tender submitted after the deadline.

### **2.20.2. Withdrawal, Substitution, and Modification of tenders**

**2.20.3.** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization.

**2.20.4.** Tenderer/s requested to be withdrawn in accordance with ITT 2.20.2 shall not be allowed to be resubmitted.

**2.20.5.** No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tender and the expiration of the period of offer validity or any extension thereof, if any.

## 2.21. Opening of Tender

**The proposed online e-tender is invited as a Two packet, hence only technical offer shall be opened on the date & time of opening of tenders and financial bid shall be opened at later stage.**

**2.21.1.** The HRIDC shall conduct the electronic opening of tender on e-procurement portal of Haryana Govt. as per the schedule date and time. The opening of the tender and subsequent details can be viewed by the tenderer/s by logging on the e-procurement portal of Govt. of Haryana.

**2.21.2.** Opening of tender shall be online and the following read out and recorded:

- a. the name of the Tenderer;
- b. the submission of a tender EMD/ Relevant details of MSEs/ Startup business, if required; and
- c. any other details as the HRIDC may consider appropriate.  
Only e-tender received on the online e-procurement portal shall be considered for evaluation.

**2.21.3.** The HRIDC shall conduct the electronic opening of tenders. The opening of the financial offers and subsequent details can be viewed by the tenderer/s by logging on the e-procurement portal /bidding portal of Haryana Govt at appropriate time.

**2.21.4.** The Financial bids shall be opened and the following read out and recorded:

- a. the name of the tenderer/s
- b. the Tender cost/Price(s).
- c. any other details as the HRIDC may consider appropriate.

**2.21.5.**The HRIDC shall prepare a record of the opening of financial offers that shall include, as a minimum: the name of the tenderer/s and the offered cost. The tenderer/s representatives who are present shall be requested to sign the record available with the HRIDC. The omission of a tenderer/s signature on the record shall not in validate the contents and effect of the record.

## **2.22. Confidentiality**

**2.22.1.**Information relating to the examination, evaluation & comparison, pre-qualification of offers and recommendation of contract award, shall not be disclosed to tenderer/s or any other persons not officially concerned with such process until the contract is awarded.

**2.22.2.**Any attempt by a tenderer/s to influence the HRIDC in the examination, evaluation and comparison of the tenders or decisions of contract award shall result in the rejection of its tender.

**2.22.3.**Notwithstanding ITT Sub-Clause 2.22.2, from the time of opening the tender to the time of contract award, if any tenderer/s wishes to contact the HRIDC on any matter related to the tendering process, it should do so in writing.

## **2.23. Clarification of Tenders**

**2.23.1.**To assist in the examination, evaluation and comparison of the tenders, the HRIDC may, at its discretion, ask any tenderer/s for a clarification of its offer. Any clarification submitted by a tenderer/s that is not in response to a request by the HRIDC shall not be considered. A pre bid meeting shall be held. The HRIDC's request for clarification and the response shall be in writing and delivered to concerned tenderer/s through e-Procurement portal. The due date and time to response these queries will also be communicated. No change in the prices or substance of the tenders shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the HRIDC in the evaluation of the tender, in accordance with ITT Clause 2.28.

**2.23.2.**The tenderer/s shall respond to the queries on e- procurement portal. If a tenderer/s request for clarification, their tender shall be evaluated as per the available information in the submitted online e-tender.

## **2.24. Deviations, Reservations, and Omissions**

**2.24.1.** During the evaluation of tenders, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the tender document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender Document.

## **2.25. Determination of Responsiveness**

**2.25.1.**The HRIDC's determination of a tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 2.10.

**2.25.2.**A substantially responsive tender is one that meets the requirements of the tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tender document, the HRIDC's rights or the tenderer/s obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other tenderer/s presenting substantially responsive tenders.

**2.25.3.**The HRIDC shall examine the technical aspects of the offer submitted in accordance with ITT 2.13, tender, in particular, to confirm that all requirements of HRIDC have been met without any material deviation or reservation.

**2.25.4.**The evaluation of the tenders shall be done in accordance with the Evaluation and Qualification Criteria described in Section: Evaluation and Qualification Criteria.

**2.25.5.**If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the HRIDC and shall not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **2.26. Nonconformities, Errors, and Omissions**

**2.26.1.**Provided that a tender is substantially responsive, the HRIDC may waive any non-conformities in the tender that do not constitute a material deviation, reservation or omission.

**2.26.2.**Provided that a tender is substantially responsive, the HRIDC may request the tenderer/s to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the tender. Failing which tenders shall be evaluated based on the information available in the submitted tenders.

## **2.27. Qualification of the Tenderer/s**

**2.27.1.**The HRIDC shall determine to its satisfaction during the evaluation of tenders whether tenderer/s are qualified to perform the Contract satisfactorily.

**2.27.2.**The determination shall be based upon an examination of the documentary evidence of the tender's qualifications submitted by the tenderer/s, pursuant to ITT Clause 2.14, to clarifications in accordance with ITT Clause 2.23 and the qualification criteria indicated in Section: Evaluation and Qualification Criteria. Factors not included in Section: Evaluation and Qualification Criteria shall not be used in the evaluation of the tenderer/ qualification.

## **2.28. Correction of Arithmetical Errors and Omissions in tender and Evaluation of Tender Cost**



**2.28.1.** Provided that the tender is substantially responsive, the HRIDC shall correct arithmetical errors and omissions in the tender and then arrive at the Evaluated tender cost. The only single percentage rates have to be quoted by the tenderer/s against each schedule, and total tender cost shall be worked out on the above/below/at par the NIT value.

**2.28.2.** If the tenderer/s, who has submitted the lowest evaluated tender, does not accept the correction of errors and omissions as per above provisions, its tender shall be disqualified and its EMD shall be forfeited.

## **2.29. Conversion to Single Currency**

**2.29.1.** For evaluation and comparison purposes the currencies of the tender shall be Indian Rupees.

## **2.30. Purchase Preference**

**2.30.1.** Unless otherwise specified in the TDS the Purchase Preference shall not apply.

## **2.31. Evaluation of tenders**

**2.31.1.** The HRIDC shall evaluate each offer of the tenderer/s who provide all request documents as stipulated in the RFP. No other evaluation criteria or methodologies shall be permitted.

**2.31.2.** To evaluate the offer of a tenderer/s, the HRIDC shall consider the following:

- (a) Price adjustment for correction of arithmetic errors and omissions in the tender in accordance with tender document.

**2.31.3.** The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in tender evaluation.

**2.31.4.** HRIDC reserve Right to Accept any tender, and to Reject any or all tenders.

**2.31.5.** The HRIDC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to tenderer/s. In case of annulment, EMD shall be promptly returned to the tenderer/s.

## **2.32. Award Criteria**

**2.32.1.** Negotiations with the tenderer/s being considered for the award of work. The lowest tender found successful in accordance with the Section: Evaluation and Qualification criteria, shall be invited for negotiation, if any.

**2.32.2.** The HRIDC shall award the Contract to the tenderer/s whose tender is substantially responsive, provided further that the tenderer/s is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the eligible offer in accordance with the criteria stipulated in section: Evaluation and Qualification Criteria.

**2.32.3.** The HRIDC has the right to review the bid of lowest eligible tenderer at any time prior to

award of contract. And in case of any discrepancy or shortcoming HRIDC shall proceed to the next eligible tenderer/s in the ranking to make a similar reassessment of that tenderer/s capabilities to perform satisfactorily.

### **2.33. Notification of Award**

**2.33.1.** Prior to the expiration of the period of tender validity or extended period, if any, the HRIDC shall notify the successful tenderer/s, in writing, that the tender has been accepted. Such notification (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) shall specify the sum that the HRIDC will pay to the contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract called “the Contract Price”) and the requirement for the contractor to remedy any defects therein as prescribed by the Contract.

**2.33.2.** Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

### **2.34. Performance Guarantee**

**2.34.1.** The successful contractor shall furnish the performance Guarantee @ 3% of awarded contract value within 21 days from the date of issue of Acceptance letter. Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the competent authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum for the delay beyond 21 (Twenty-one) days, i.e., from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be declared holiday in the concerned office, submission of PG can be accepted on the next working day.

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

The contract agreement shall be signed after submission and acceptance of PG. Payment of executed works shall be paid after execution of contract agreement. The PG shall be initially valid for entire completion period plus 60 days beyond that. In case of time extensions, the contractor shall get the validity of PG extended to cover extended period plus 60 days beyond that. The PG shall be released after physical completion of work based on completion certificate and submission of No Claim Certificate by the contractor/s. The Performance Guarantee Form is included in Section: Contract Forms.

**2.34.2.** Failure of the successful contractor/s to submit the above-mentioned Performance Guarantee and additional Performance Guarantee, if any, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the awarded work and forfeiture of the EMD and other dues available with banning of business for 02 years with HRIDC and other department as per extent rule.

**2.34.3.** When the contract is rescinded, performance guarantee shall be encashed/ forfeited. The

balance work shall be got done independently without risk & cost of the failed contractor/s. The failed contractor shall be debarred to participate in the tender for completion of balance work.

#### 2.34.4. Deleted.

### 2.35 Security Deposit:

**2.35.1** The security deposit shall be @5% of total awarded Contract value. The SD shall be recovered from contractor/s on account bills @ 6% of Gross value of on account bill. EMD shall be adjusted at the last to complete the full value of SD. Security deposit shall be released after expiry of maintenance period and passing of Final Bill/Payment with No Claim Certificate.

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

No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract.

### 2.36 Signing of Contract

**2.36.1** Promptly after the receipt of performance Guarantee, the HRIDC shall send the Contract Agreement to the contractor/s.

**2.36.2** Within twenty-eight days of receipt of the contract agreement the successful contractor/s shall sign, date and return it to the HRIDC.

### 2.37 Jurisdiction of Courts

**2.37.1** The tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the tendering process.

**2.37.2** In case of any legal dispute, jurisdiction of courts in Chandigarh only shall be applicable.

## 3 TENDER DATA SHEET (TDS)

This section consists of provisions that are specific to each tenderer/s, procurement and supplement the information or requirements included in Section: Instructions to tenderer/s (ITT). The TDS is numbered with the same numbers as the corresponding ITT clauses.

ITT 2.1.1	The number of the Invitation for tender is: Contract: HRIDC/FS/DPR/313/2022
ITT 2.1.1	The Employer is: <b>Haryana Rail Infrastructure Development Corporation Ltd</b>

ITT 2.1.1	The name of the work is: Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited.
ITT 2.4.1	Foreign tenderers are not permitted.
ITT 2.9.1	The language of the tender is: English
ITT 2.17.2	(a) deleted
ITT 2.29.1	The Price/ Rates shall be quoted by the tenderer/s entirely in Indian Rupees (INR) and the payment shall be released in INR only. No payment shall be released in foreign currency.  All other provisions stipulated in the tender documents in this regard shall be deemed to be modified accordingly.
ITT 2.14.2	No domestic preference shall be applicable except for s registered firms and Make in India and Startup India as identified in Clause 2.30.1 below.
ITT 2.30.1	Add following to ITT 2.30.1:  (i) (A) Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms: - Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered with any statutory bodies specified by Ministry of Micro, Small & 1 Medium Enterprises having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.  (ii) The tenderer/s shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The SMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part – II)” of the concerned District Centre where the unit is established. The SMEs must also indicate the terminal validity date of their registration.  (iii) Such MSE registered firms shall be exempted from payment of tender document cost and payment of EMD.  Definition of MSEs owned by SC/ST is as given below: In case of proprietary MSE, proprietor(s) shall be SC/ST. (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit. (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters. (v) All tenderer/s registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other

tenderer/s. There shall not be any relaxation in eligibility criteria/tendering process or other tender requirement and L1 price.

(vi) If lowest valid tenderer/s is non-MSE firm, then in such a case purchase preference facility shall not be applicable in the tender as quantity cannot be split. The total quantity shall be offered to the lowest valid tenderer/s irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and EMD only.

(vii) The above facilities shall not be applicable for the items for which they are not registered.

The above facility shall be applicable for single entity only.

(B) Public Procurement (Preference to Make in India) Purchase preference policy for Make in India: -

(i) Definitions: For the purposes of this Order:

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. ‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.

(ii) Purchase Preference shall be given to local suppliers in the manner specified hereunder:

a) Among all qualified tenders, the lowest tender will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

b) If L1 is not from a local supplier, the lowest tenderer among the local suppliers, will be invited to match the L1 price subject to local supplier’s quoted price falling within +20% (the margin of purchase preference), and the contract shall be awarded to such local supplier subject to matching the L1 price.

c) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within +20% (the margin of purchase preference) matches the L1 price, then the contract may be awarded to the L1 consultant.

The above facility shall be applicable for single entity only.

(C) STARTUP INDIA -

1. All Startups (Whether Micro & Small Enterprises or otherwise) are exempted from Tender document cost and EMD.

	<p>Definition of Startup:  Startup means an entity recognized as Startup by Department of Industrial Policy and Promotions (DIPP), Ministry of Commerce and Industries, Govt. of India.  The above facility shall be applicable for single entity only.</p>
ITT 2.35	<p>Add following to ITT 2.35:  In case, the successful tenderer/s considers that they will not be able to sign, date and return the contract agreement to the HRIDC, the successful tenderer/s, shall inform possible date to return to the HRIDC not later than 7 (seven) days prior to the time limit of 28 days. The modified time limit shall be subject to agreement by both the contracting parties.</p>
ITT 2.36	<p>The Courts at Chandigarh shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the tendering process.</p>

## **TERMS OF REFERENCE (TOR)**

### **1. GENERAL**

Haryana Rail Infrastructure Development Corporation Limited (HRIDC), intends to appoint the consultant for “Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various project in HRIDC.”

HRIDC will be the employer and firm will be executing agency for the works. The standards of output required from the appointed agency/firm are to be of the international level both in terms of quality and adherence to the agreed time schedule.

The broad scope of the present study has been identified as follows:

### **2. OBJECTIVE AND PURPOSE OF STUDY**

The purpose of this study is to prepare Feasibility study and Detailed Project Report for various projects in Haryana Rail Infrastructure Development Corporation. The main objective of the consultancy service is to carryout Engineering survey, traffic survey, financial analysis and prepare detailed project report for various new projects including doubling of existing railway lines. The Detailed Project Report would inter-alia include General alignment fixing/ Layout decision, preparation of L-Section, X-section, ESP, Land calculations, Classification of land, Land cost calculations, Preparation of Land Plans, Soil exploration and cross drainage structures and grade separated structures, ESP of station, yard signal and telecom structure, quantities of various items, detailed cost estimates arrangement based on prevailing USSOR. The design of the alignment will be done using Civil-3D/Mx rail/Bentley software and plans, drawings will be plotted on AutoCAD. All the levels shall be furnished with respect to GTS benchmarks. GTS benchmark should be established at the location of bridges/stations and survey of India Benchmarks. The consultant should give detailed cost estimates including total land requirement though kept on ROW of existing Railway as far as possible as per latest instructions enforce.

### **3. SCOPE OF SERVICES**

The scope of the services includes preparation of Inception Reports, Feasibility & DPRs of the new projects proposed as per mandate of HRIDC. In case of doubling as far as possible, the new line shall be within the existing right of way avoiding land acquisition, except for locations having inadequate width and where provisions of short bypasses, service roads, alignment corrections, improvement of intersections are considered necessary and practicable and cost effective. The consultant shall furnish land acquisition requirements and details thereof as per revenue records/maps for further processing of land acquisition. The Consultant shall study the possible locations and design of crossing station as per tentative report if available and discussion with HRIDC. Wayside amenities required on stations shall also be planned as Railway codes/Manuals/guidelines. The provision of service roads and fencing may be considered, wherever necessary to improve efficiency and safety. Engineering scale plan/SIP shall be prepared as approved by HRIDC. Wherever required, consultant will liaise with

concerned authorities and arrange all clarifications. Approval of all drawings including P&P, ESP, SIP will be got done by the consultant from the client. All the activities shall be governed by relevant chapter/instructions of the engineering code and other IR references.

### **3.1. Feasibility Study**

#### **3.1.1. Inception Report**

The report shall cover the following major aspects:

- a) Project appreciation
- b) Detailed methodology to meet the requirements of the TOR finalized in consultation with the HRIDC officers; including scheduling of various sub activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire project stretch and collection/ collation of necessary information;
- c) Task Assignment and Manning Schedule;
- d) Work Programme;
- e) Performa for data collection
- f) Design standards and proposed cross-sections;
- g) Key plan and Linear Plan;
- h) Development plans being implemented and/or proposed for implementation in the near future by the local bodies and the possible impact of such development plans on the overall scheme for field work and design for the study;
- i) Quality Assurance Plan (QAP) finalized in consultation with HRIDC;

The most appropriate alignment options should be identified on the basis of site conditions, techno-economic considerations and google earth or similar platform-based desktop study. Desk study of alternative alignments on topo-sheet as per the purpose, area and scope of work defined in TOR in consultation with NR/HRIDC/ other stake holders - proposal of alignment on topo-sheet Google Earth, KMZ format. The Report should include the details regarding these aspects concerning the alignment as well as block cost estimates.

#### **3.1.2. Review of Data and Documents**

The Consultants shall collect the available data and information relevant for the study. The data and documents of major interest shall include, but not be limited to, the following:

- a. Climate
- b. Project route inventory.
- c. sub-surface and geo-technical data for existing bridges
- d. Hydrological data, drawings and details of existing bridges



- e. Existing geological maps, catchment area maps, contour plans etc. for the project area.
- f. Condition of existing riverbank / protection works, if any.
- g. Details of sanctioned / on-going works on the stretch sanctioned by MoR/other agencies for Tie-in purposes
- h. Survey and evaluation of locally available construction materials;
- i. Type and location of existing utility services (e.g., Fiber Optical Cable, O/H and U/G Electric, Telephone line, Water mains, Sewer, Trees etc.).

### **3.1.3. Reconnaissance Survey**

The scope of work is as below but not limited to:

- a. Exploring and to design alternate alignment routes.
- b. To conduct foot by foot survey with hand held GPS along the proposed alignments, duly checking various geographical features, site constraints such as existing area, existing roads, power lines etc. and to assess modification to the proposed alignment as per site conditions.
- c. To study the proposed serving stations, identification of locations for bridges, cross-drainage structures, level crossings / ROB / RUB and marking of high tension/low tension wire and any road crossing etc.
- d. In carrying out a Reconnaissance survey particular attention should be paid to ascertaining the waterway required, and the best sites for stations, crossings of streams, bridges and roads. The nature of foundation which would be required for large bridges should be investigated and recorded. Materials and labour available in the area covered by the survey should be taken note of.
- e. To collect GPS coordinates along the proposed /possible alignments and spot levels to establish X, Y, Z co-ordinates along alignment and taking coordinates of station yards, as may be required
- f. To prepare index plan and index section at 200 m interval based on contour level correlated with site observations.
- g. To prepare abstract cost estimates for Earth work, Bridges, Track, electrification & Signalling. Land and other miscellaneous Civil works like buildings and roads, protection works etc.
- h. While performing drone survey the necessary permissions will be provided by HRIDC.

### **3.2. TRAFFIC SURVEY AND ESTIMATES**

- a) Origin-destination (OD) study of freight traffic based on alternative growth scenarios bringing out the OD matrix of freight movement connecting the originating points to consumption or production centers.

- b) Review of Existing Traffic Survey/ studies including study on passenger/goods traffic forecast.
- c) Estimate the freight & passenger traffic by way of diversion from the existing Indian Railway routes passing in & around Delhi /NCR and diversion to/from the proposed DFC route if any.
- d) Assessment of freight & passenger transport demand for 25 years from the year of starting of operation in 5 years intervals based on alternate growth scenarios.
- e) Identify new freight traffic expected to be generated due to future expansion in industrial/ production centers, agriculture activities, generation capacities, etc., in the Zone of influence (in radius of approx. 50 Km) for next twenty-five years.
- f) Study the traffic (Freight and Passenger) moving by other modes of transport and estimate the traffic likely to be induced to the proposed railway route and market share of Railways in this traffic on account of new policy initiatives taken by Railways to be determined through customer survey.
- g) The ‘base year’ traffic over which projections are to be made for the First Year of operation of the project will be 2021-22 as decided in consultation of HRIDC.

### **3.3. FINANCIAL APPRAISAL**

- a) Estimation of project revenue based on principles of Inter Railway Financial Adjustment being followed in Railways. O&M cost has to be calculated on “Fully Distributed Cost” (FDC) principle being followed in Railways and calculation of projects benefits in terms of revenue, capital investment and O&M cost. O&M cost also to be worked out under “fixed” and “variable” (FCVC) heads as followed in Railway. Detailed financial evaluation of the project to be done as acceptable to banks/lenders and also in format required by HRIDC/MoR.
- b) To examine the possibility of implementing the project through JV Model as per the recent Policy of MoR.
- c) Undertake complete appraisal for all economic, financial, social including environmental impact and other related issues.
- d) Further to undertake detailed financial evaluation of the project as per the standard practices followed in the Indian Railway for such projects and as acceptable to banks/lenders in the format required by HRIDC/MoR.
- e) The consultant will carry out a financial feasibility study to establish the financial viability of the project. The consultant would specifically do the following:
  1. Undertake a detailed financial analysis, for different scenarios.
  2. Prepare detailed financial projections, involving estimation of overall project cost, detailed estimation of revenue and operations and maintenance costs and estimation of the resources to be mobilized.

3. Study and evaluate alternate financial project structures for alternatives, if any
  4. Evaluate and recommend the preferred implementation structure based on project economics and identification of potential partners.
  5. Evaluate the Financial Internal Rate of Return, Economic Rate of Return, DSCR (Minimum and Average), PAT, PBT, Financial Structuring, balance Sheet, etc. for carrying out the Bankability there of
  6. Evaluate Sensitivity Analysis for up to increase in cost project by 0% to 50% and revenue/benefit by +/-20%
  7. Evaluate the costs & benefits of the project
  8. Examine various options for funding in terms of debt & equity and suggest an appropriate Debt Equity Ratio thereof in the financial model; PAT Balance sheet, etc.
  9. Sensitivity Analysis thereof (i) above.
  10. Evaluate Landed Cost of the Project
  11. Evaluate Economic Analysis: Economic Rate of Returns
  12. Risks and migration analysis
  13. SWOT analysis
- f) To prepare draft feasibility report (including Engineering, Traffic and Financial) and submit to HRIDC for approval.
- g) To make presentations, concept drawings etc., for discussions with Northern Railway and HRIDC whenever required during period of study.
- h) On receipt of approval from HRIDC, to submit the Final Feasibility Report

### **3.4. DETAILED PROJECT REPORT**

After approval of feasibility report from HRIDC/MoR, final location survey shall be carried out for the approved alignment and the yards.

- i. To check / review alignments finalized during feasibility study.
- ii. To carry out Final Location survey of the approved alignment and the yards and detailed design of the alignment & connectivity.
- iii. To fix the proposed alignment and the yards by Total Station Survey as per Indian Railway stipulation.
- iv. To take detailed longitudinal and transverse levels survey along the alignment and the yards.
- v. To fix bench marks at 500 m intervals along the line and in the yards to facilitate checks during construction work. Masonry pillars should be built at the tangent points of curves and along the Center line.
- vi. Center line pegging along with marking rail corridor for land acquisition on Mouza map, with details of land ownership (forest, revenue or private), khasra details, liaison and collection of signed documents from revenue and forest and other concerned departments, preparation of rehabilitation and resettlement plan, preparation of land acquisition documents as per the relevant Land Acquisition Acts.

- vii. The unit of measurement for the center line should be the chain of 20 meters. The center line finally located should be marked out by pegs at every 20 meters. At each 100 meters a large peg should be used; these 10 meters pegs should have their numbers branded or stamped on them in figures not less than 25mm high. The numbers branded on the pegs should indicate hundreds of meters; thus 57 would mean a distance of 5700 from the zero chainage.
- viii. To fix permanent reference points along alignment and the yards.
- ix. To survey water courses for computation of flood discharge including fixing exact location of bridges on the alignment for proper drainage.
- x. Investigation should be made of bunds, banded stream and irrigation works in the vicinity of the projected line which might affect the future safety of the line. In arriving at decision on the waterways the engineer should pay due regard to this work and consider the alternative of altering or diverting the bunds, irrigation streams etc., even it would mean incurring some expenditure on such alternations, if that would save a larger expenditure on the waterways.
- xi. In the case of passage through hills, the geological characteristics of the country should be investigated by engineer, particularly in respect of the probable stability of the line, and if the importance of the work requires it, the Railway administration should apply for the assistance of an officer of the Geological Survey of India.
- xii. To prepare Engineering Scale Plans and sections for the project (as per Indian Railway code), as may be required in the draft DPR.
  - a) Index map.
  - b) Index section and plan.
  - c) Detailed plans and sections.
  - d) RFO at desired locations.
- xiii. To prepare Detailed Project Report along with detailed estimates, drawings of Civil work as applicable, and covering various railway related requirements, GADs (not detailed designs), bill of quantities, rate analysis, signaling arrangements, and electrification of yards, station and other buildings.
- xiv. The traffic estimates study and financial appraisal report should be integrated and included in to above technical DPR and final DPR should be submitted.
- xv. To assist for obtaining approval of DPR by railway authorities.

**NOTE\*        DPR study will be undertaken only after specific approval of HRIDC on the basis of final feasibility report. HRIDC shall have the right to close the contract after feasibility study, and, the consultant will have no claim whatsoever on account of DPR study.**

### 3.5. DEPARTMENT WISE SCOPE OF WORK:

#### 3.5.1. Scope of Civil Engineering:

##### 3.5.1.1. Terms of Reference:

S. No.	Descriptions	Provisions
1.	Standard of Construction	Suitable for operation of 25T axle load or as per instructions of HRIDC
2.	Gauge	1676 mm BG
3.	Track structure	60 Kg / 90 UTS rails in main line, loop lines and sidings.
4.	Sleeper	60 kg PSC sleepers of latest design. (Latest wider sleeper to RDSO Drawings)
5.	Sleeper density	1660 sleepers per km in main line and 1540 sleepers per km in loop line.
6.	Ballast cushion	Main line - 350mm. Loop lines - 250 mm.
7.	Welding of rails	As far as possible, CWR/LWR to be provided.
8.	Points & Crossings	Curved switches and CMS crossing with fan shaped layout.
9.	Formation	1. Blanket of adequate depth to be provided depending on the sub-grade proposed. 2. Protective measures, as required ensuring safety in cutting must be incorporated.
10.	Maximum degree of curvature	2 Degrees.
11.	Ruling gradient	1 in 200 compensated.
12.	Gradient in yard	Consistent with the prevailing gradient in existing yards. However, gradient shall not be steeper than 1 in 400 as per provision IRSOD
13.	Length of loop	Minimum 750-meter CSR.
14.	Track centers	5.3m minimum
15.	Maximum grade on approach to main river bridges	As flat as possible, consistent with site conditions and not steeper than 1 in 200 compensated.
16.	Level crossing	ROB / RUBs should be provided  Note: Consultant shall undertake studies for elimination of level crossing in the railway lines. They will

		incorporate the arrangement with least cost.
17.	Width of formation:	Embankment For Single Line, Top width 7.85 m. For Double Line, Top width 13.14 m.
18.	Speed	130/160 Kmph

### 3.5.1.2. Engineering Survey and Investigations

#### A. Engineering Survey and Alignment

- i. The Consultants should make an in-depth study of the available land width (ROW if available), topographic maps, satellite imageries and air photographs of the project area, geological maps, catchment area maps, contour plans, flood flow data and seismological data and other available relevant information collected by them concerning the existing or proposed alignment.
- ii. Consultant himself has to arrange the required maps and the information needed by him from the potential sources. Consultant should make efforts for minimizing land acquisition. Suitable Technology shall be used for timely and better survey accuracy for the continuation of tentative alignment and Topography Survey. While determining the alignment for the additional lines, Indian Railway engineering code Para 236 to be referred.
- iii. The detailed ground Engineering Survey may be taken up immediately after the study of maps and other data. The primary tasks to be accomplished during the Engineering surveys include;
  - a. Topographical features of the area; typical physical features along the existing alignment within and outside ROW i.e., land use pattern;
  - b. Studying the tentative alignment and propose alteration/modification as per requirement.
  - c. Inventory of major aspects including land width, terrain, pavement type, carriageway type, bridges and structures (type, size and location), intersections (type, crossroad category, location), Level crossing to be eliminated or retained urban areas (location, extent), geologically sensitive areas,
  - d. Type and extent of existing utility services along the alignment (within ROW).
  - e. Typical physical features in the alignment of existing lines.
  - f. Bridge locations are the same as per running line, level crossing/RUB shall be accordance to work being executed by Rly.

- iv. The data derived from the Engineering surveys are normally utilized for planning and programming the detailed surveys and investigations. All field studies should be taken up on the basis of information derived from the Engineering surveys.
- v. The data and information obtained from the Engineering surveys should be documented. The data analysis and the recommendations concerning alignment and the field studies should be marked on layout plan with alternative. The data obtained from the Engineering surveys should form the core of the database which would be supplemented and augmented using the data obtained from detailed field studies and investigations.
- vi. The layout plan with alternative prepared on the Engineering surveys should also be compiled in the tabular form indicating the major physical features for HRIDC's comments.

#### **3.5.1.3. Topographic Survey, Index plan & Yard diagrams etc.**

- i. Conducting a preliminary survey for the entire sections at an interval of 500 meters of proposed center line, collection and incorporation of field details like existing streams, water courses, bridges (both railway and road), their types, bed levels, spans, HFLs, ROB / RUB / FOBs, irrigation canals/channels, their reduced levels, sections/ openings (having a bearing on proposed line), roads, HT/LT power lines, telephone/ other communication lines, Telephone Posts, level crossings, religious edifices and structures, electrical engineering details and Signaling details for preparation of detailed estimate and project report.
- ii. Conducting detailed Location Survey, preparation of Plans/sections, and marking the centre line of final alignment on the ground for BG line conforming to the standards of a Group A route for sanctioned speed of 160 KMPH of new BG Railway line aside parallel to existing section the design of the alignment will be done using MX Rail Bentley software and plans & drawings will be plotted on AutoCAD software.
- iii. Conducting a topographic survey for the stretches considered necessary by the Engineer, for a width on both sides of proposed center line up to Railway Boundary or beyond where land acquisition is complemented, collection and incorporation of field details like existing streams, water courses, bridges (both railway and road), their types, bed levels, spans, HFLs, ROB / RUB / FOBs, irrigation canals/channels, their reduced levels, sections/ openings (having a bearing on proposed new line), roads, HT/LT power lines, telephone/ other communication lines, Telephone Posts, level crossings, religious edifices and structures etc. in the project sheets.

Topographic survey, for existing/proposed section & station yards for the following details:-

1. Firm up the alignment.
2. L-section, cross-section of the proposed line.
3. Plans of existing/proposed station yards.
4. GAD of structure includes Bridges.
5. Relocation of utilities
6. Land Acquisition requirement.

Necessary consultation with Authority/engineer shall be taken while finalization of L-section and cross-section, ESP, Soil & GAD's etc.

#### **3.5.1.4. Longitudinal and Cross-Sections**

While determining the alignment for additional lines the para 236 of IR Engineering code shall be compiled. The topographic surveys for longitudinal and cross-sections shall cover the following:

- i. Longitudinal section levels along final center line at every 25 m interval, at the locations of curve points, small streams, intersections and at the locations of change in elevation. A detailed plan/drawing as noted in documentation para 8.6.5(iv). (Scale line 5000 horizontal & 1 lines in 500 vertical)
- ii. Cross sections at every 50 m interval in full extent of survey covering sufficient number of spot levels on existing carriageway and adjacent ground for profile correction course and earth work calculations. Cross sections shall be taken at closer interval at curves.
- iii. Longitudinal section for crossroads for length adequate for design and quantity estimation purposes.
- iv. Longitudinal and cross sections for major and minor streams incorporating such locations on running line or ongoing projects of railways, shall cover cross section of the channel at the site of proposed crossing and few cross sections at suitable distance both upstream and downstream, bed level up to top of banks and ground levels to a sufficient distance beyond the edges of channel, nature of existing surface soil in bed, banks & approaches, longitudinal section of channel showing site of bridge etc.

#### **3.5.1.5. (i) Geo-technical Investigations and Sub-Soil Exploration**

- i. These are to be carried out as per RDSO Guidelines and Specifications for Design of Formation for Heavy Axle Load for 25t axle load and as per instructions of the Client.
- ii. Bidder shall carry out geo-technical investigation along the alignment, at Major/Minor bridges and building sites as required and approved by HRIDC.



- iii. Drilling of 150 mm diameter boreholes through soil overburden material along alignment normally at 300m apart in case of uniform type of soil and closely spaced in critical zones and at each pier and abutment locations or as per the instructions of the Engineer.
- iv. Drilling of 'Nx' size boreholes as per IS: 6926 at each pier and abutment in rock up to a maximum depth of 5m at each location. The depth of drilling is tentative and may vary from borehole to borehole depending on the geological conditions. Observation during drilling to be recorded in a Performa as given in IS:5313 Appendix A.
- v. Conducting standard penetration tests in all types of soil deposits met within a bore hole, at intervals of 500m and every change of strata as per directions of Engineer. The starting depth of performing SPT shall be between 1.0 m and 2.0m depth below ground level in alternate boreholes.
- vi. Collection of undisturbed soil samples of 100mm dia and 450mm length in standard UD tubes at every change of strata and at regular intervals of 3.0m in each bore hole and as directed by the Engineer. Sampling shall conform to IS: 1892, 2132 & 8763.
- vii. Collection of disturbed samples in each bore hole at regular intervals to provide description of soil profile and its variation. Samples be collected in boreholes at 1.5m intervals starting from G.L. and at every change of strata.
  - i. Method of sampling shall conform to IS:2132 and classification of samples shall conform to IS:1498.
  - ii. Conducting various laboratory tests as per IS: 2720 from approved laboratory by using approved apparatus complying with the requirements and specifications or Indian standards or other approved standards for this class of work. Test of soil shall be limited to the extent its necessary for preliminary design and reasonable estimate of cross section/structures including bridges.
- viii. Geotechnical Investigations and Sub soil Exploration shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc.
- ix. The scheme for the boring's locations and the depth of boring shall be prepared by the Consultants and submitted to HRIDC for approval. These may be finalized in consultation with HRIDC.

- x. The sub-soil exploration and testing should be carried out through the Geotechnical Consultants empaneled by NABL. The soil testing reports shall be in the format prescribed in relevant railway's codes/guidelines.
- xi. For the embankment, bore holes at each major change in soil condition or at 2 km intervals whichever is less shall be carried out to a depth of at least 2 m below embankment base or to rock level and are to be fully logged. Appropriate tests to be carried out on samples collected from these bore holes to determine the suitability of various materials for use in widening of embankments or in parts of new embankment structure.

#### **3.5.1.5. (ii) Preparation of GAD of bridges and structures**

- i. The data collected and investigation results shall be analyzed to determine the following:
  - a. HFL-Highest flood level
  - b. LWL-Lowest water level
  - c. FSL-Full supply level
  - d. Erodibility of bed/scour level
  - e. Design discharge
  - f. Linear waterway and effective linear waterway
  - g. Likely foundation depth
  - h. Safe bearing capacity
  - i. Engineering properties of sub soil
  - j. Artesian conditions
  - k. Settlement characteristics
  - l. Vertical clearance
  - m. Free board
  - n. Severity of environment with reference to corrosion
  - o. Data pertaining to seismic and wind load as required as per railway standards.
  - p. Any other data desired by HRIDC.
- ii. The Consultant shall prepare General Arrangement Drawing (GAD) and Alignment Plan showing the salient features of the bridges and structures proposed to be constructed / reconstructed along the alignment covered under the study. These salient features such as alignment, overall length, span arrangement, cross section, deck level, founding level, type of bridge components (superstructure, substructure, foundations, bearings, expansion joint, return walls etc.) shall be finalized based upon hydraulic and geo-technical studies, cost effectiveness and ease of construction. The Consultants shall prepare GAD for necessary estimates.
- iii. GAD for bridges/structures across Railway Road & irrigation/water way channels road shall be got approved by HRIDC, the Consultants shall prepare preliminary design as

- per railways codes/guidelines for all components of the bridges and structures for approval of railway.
- iv. The existing structures may require to be extended/widened in part or fully as per the latest railway guidelines. The Consultant shall incorporate the same in GAD and working drawings for carrying out the above improvements.
  - v. In case land available is not adequate for embankment slope, suitable design for RCC retaining wall shall be furnished.
  - vi. Establishment of ground water table, if encountered.
  - vii. Analysis of field and laboratory test results and preparation of report, consultant shall recommend for given bearing capacity of the type of foundation. Bearing capacity and founding strata for major and minor bridges is also to be given. Visual soil investigation by way of examining the existing cuttings and banks materials and mentioning against each chainage type of soil.
  - viii. The data and information collected during survey/investigations should be presented in suitable format such as graphs, bar chart or in tabular or statement form.

#### **3.5.1.6. Details of utility Services and Other Physical Features**

- i. The Consultants shall collect details of all-important physical features along the alignment. These features affect the project Bids and should normally include buildings and structures, monuments, burial grounds, cremation grounds, places of worship, different types of roads, stream / river / canal, water mains, sewers, gas/oil pipes, crossings, trees, plantations, utility services such as electric HT/LT/EHT power lines, and telephone lines (O/H & U/G) and poles, optical fiber cables (OFC), Quad & Signaling cables etc. The survey would cover the entire right-of-way of the railway on the adequate allowance for possible shifting of the central lines at some of the intersection's locations.
- ii. The information collected during Engineering and field surveys shall be shown on a strip plan so that the proposed improvements can be appreciated and the extent of land acquisition with L.A schedule, utility removals of each type etc. assessed and suitable actions can be initiated. Separate strip plan for each of the services involved shall be prepared for submission to the concerned agency.

### **3.5.1.7. Preparation of Land Plans:**

- i. In course of deciding the final alignment if land acquisition is involved then the scheme for the same is to be prepared by the bidder. The scheme will contain the following:
- ii. The center line of proposed alignment and also the corridor of land acquisition shall be marked on the ground at each 100 M interval or as directed by Engineer.
- iii. Revenue village map of the entire area shall be collected by the Bidder.
- iv. The center line of proposed Railway alignment & also the corridor of land acquisition shall be marked on revenue village map.
- v. Record of Rights of all plots which are falling in the proposed land acquisition corridor shall be collected from Revenue department. Details of Govt & forest land should also be collected.
- vi. Plot wise area of land acquisition (Private/Govt /Forest) shall be calculated with detail of ownership.
- vii. Ratio of area of plot proposed to be acquired to the total plot shall also be calculated.
- viii. Details of buildings, water sources etc. coming in way of proposed alignment shall also be submitted separately.
- ix. Collection of all relevant details of government & forest lands separately to facilitate preparation of papers for their acquisition.
- x. The entire work shall be carried out as per the provisions of Indian Railways Code for the Engineering Department (Third Reprint, Year 1999 with up to date correction slips) in general and as per Chapter No II and IV. And relevant instructions that will be issued by Railway Board.

### **3.5.1.8. Documentation**

- i. HRIDC will assist the consultant in co-ordination with Railway regarding obtaining of existing details such as index, index section, Bridges details, state authorities, station drawings etc. of existing running line.
- ii. The bidder shall prepare and hand over all original field and techno books, neatly maintained and duly indexed.
- iii. The bidder shall provide electronic file in MS-EXCEL 7.0 or similar software of all field data. The Engineer will give the required format at site and the bidder shall provide direct unloaded field data of Drone/ LiDAR in specified format as per instructions of HRIDC pertaining to desired item.

- iv. The bidder shall submit to the client point all locations/points marking north, east and elevation of all the observations, direct unloaded field data in specified format. He will also plot and submit the topographical plan along the proposed BG line in accordance with the requirements of the Terms of Reference for approval. The staking of the center line of the proposed BG alignment shall be done only after approval to this Bid. On completion of the staking, detailed plan (scale-1: 5000) and L-section (scale-1: 5000 h or. &1:500 ver.) shall be prepared by the bidder
- v. The entire data and report shall be submitted in MS-EXCEL (Rel.7.0 or later) and MS-Word (Rel.7.0 or later) respectively, duly formatted.
- vi. A Weekly progress report in the enclosed Performa shall be sent by the team leader of each team by Fax/Email as per discretion of authority so as to reach HRIDC Office every Monday, positively.
- vii. The bidder shall furnish the documents as mentioned in Para under Scope of work.
- viii. Abstract of gradients, curves and bridges: The bidder shall furnish the details of gradients and curves to be provided on the final alignment for the proposed line. He shall also furnish an abstract of bridges duly indicating their chainage, bed levels etc. on the proposed line.
- ix. With regard to all matters connected with locating the final alignment - both technical and non-technical - the decision of HRIDC is final and binding on the bidder.
- x. Jungle clearance: The rates quoted by the bidder are inclusive of jungle clearance required, if any, for conducting the survey including fixing of pegs, pillars etc. and no separate payment shall be made.
- xi. Bridges and grade separator: The scope of work does include submission of discharge calculations in the case of all bridges across streams/rivers/channels, as required for preparation of GADs. However, all relevant site details in the case of all road crossings, such as type of road, angle of road crossing should be taken to prepare plan and section of road at least for 500m on each side of proposed crossing etc., required for deciding the type of grade separator RUB/ROB or Level crossing and incorporated in the plans.
- xii. Site Facilities: The consultants are advised to acquaint themselves well with the site conditions, availability of approach roads etc. before quoting their rates. The rates quoted by the bidder are deemed to include charges for any and all site facilities that are considered necessary for the execution of work. Land that can be made conveniently spared near two end stations will be made available by HRIDC after obtaining necessary

permission from Railway free of charges for the use of the bidder for his field offices, stores, depots, workshops and temporary accommodation of his staff. The bidder shall visit the site, see the extent of land available and make a specific request in writing to HRIDC for pursuing the matter with the Railways. No assurance can be given regarding the vulnerability of such land to flooding or any other calamities. HRIDC undertakes no responsibility or liability in this regard and the bidder shall take necessary measures against such eventualities at his cost. On completion of work, the bidder shall remove all temporary structures at his own cost and hand over the vacant land to HRIDC / Railway, within one month. If G- RIDE/ Railway is unable to spare sufficient land to meet the bidder's requirement, he shall make his own arrangements for the same, at his cost.

- xiii. Service Roads: The bidder will be permitted to make use of the existing service roads, if any, free of cost. New service roads required by the bidder in connection with the for carriage of men, materials or for any other purpose whatsoever will have to be constructed and maintained by the bidder at his cost. For the purpose of construction of service roads on Railway land, permission will be given to the bidder at HRIDC's discretion free of any charges.
- xiv. Land: Land other than Railway land is necessary to be entered upon for the purpose; such permission to enter into the land shall be arranged by the bidder at his cost. The bidder shall indemnify HRIDC against all claims for all damages whatsoever on this account. HRIDC, however, reserves the right to make use of such service roads without any charges.
- xv. Electric Power: The bidder shall make his own arrangements for obtaining the electric power required for operating his machinery, equipment, lighting etc. GRIDE will not undertake any responsibility in this regard.
- xvi. The work is required to be carried out in the vicinity of running Track and Bridges, and the bidder shall take all necessary measures required to ensure safety of both his men/equipment and railway assets/ running trains at all times and the rates quoted by him shall include the cost of all such measures. If at any time, HRIDC finds that the safety arrangements are inadequate, the bidder shall take immediate corrective measures at his cost. Any dereliction in the matter shall in no absolve the bidder of his sole responsibility to adopt safe working methods.
- xvii. The bidder shall take adequate precautions for the safety of his staff when they have to work in close proximity to the running Railway lines and ensure safety of running traffic

and his staff at all times. All expenditure for ensuring the above shall be borne by the bidder and the rates quoted by him shall include the same.

- xviii. The bidder shall remain fully responsible for ensuring safety and in case of any accident, that is attributable to the consultant or any of his staff as determined by competent authority from HRIDC/ Railway, the bidder shall bear the cost of all damages to his equipment, men and also damages to HRIDC, Railways and its passengers.
- xix. The bidder shall at all times be responsible for any damage or trespasses committed by his agent or his staff while carrying out the work. HRIDC will not be liable for any damage caused by the bidder, his agent or his staff to any property whether that of Railways or of an outsider during the execution or arising out of the work entrusted to him.
- xx. Inflammable materials such as petrol, kerosene, diesel etc., shall be stored with necessary precautions to prevent fire accidents. The extant rules as prescribed by the Government / local authorities shall be observed by the bidder at all times during the execution of work.
- xxi. Additional items: Any item of work which is not provided in the schedule of quantities and for which no rates exist shall be executed only with the prior permission of HRIDC and at the rates and terms and conditions to be mutually agreed upon and incorporated in a supplementary agreement.

### **3.5.2. Drawings**

- i. All drawings and design including preliminary Drawings, Working Drawings etc. shall be prepared and submitted by the Bidder in accordance with the existing rules and regulations or as directed by Engineer.
- ii. Documents produced by the Bidder shall be listed as part of the Progress Register.
- iii. Periodic Progress Reports will be provided by Bidder and where necessary, the Bidder will attend periodic progress meetings. The meeting will discuss the project status and any open or unresolved technical or contractual issues.

### **3.5.3. Delivery of Documents**

- i. After HRIDC has accepted the submission of the Originals, the Bidder shall deliver in electronic format on CDs, all Documents prepared by it to HRIDC as detailed in 8.11. The original documents, typed but not bound, shall have been proofread, reviewed, approved and certified, and be ready for reproduction. The Bidder shall furnish a

complete set of CDs to HRIDC, prepared in accordance with requirements within 15 days of the submission of the original drawings.

- ii. Detailed and Final Drawings shall be submitted in 3 hard copies along with good quality (double matt film 75 micron) original tracing and two soft copies on CD.
- iii. Any other documents/drawings/soft copies desired by HRIDC concerning to items mentioned in the BoQ. The instructions of HRIDC in this regard shall be binding on the consultant without any further claim.

#### **3.5.4. Submission of Documents**

The Bidder shall deliver the drawings and documents as listed to HRIDC and packaged as directed by HRIDC.

#### **3.5.5. SPECIFICATIONS**

- 3.5.5.1. Available reports as per record for the new line and L-section and plan of existing line shall be procured by the bidder from Railway. Necessary assistance, if required may be extended by HRIDC in procurement of the same.
- 3.5.5.2. The Bidder shall study the feasibility of locating the tentative alignment on the ground within ROW. Wherever it is not possible to stake within ROW of new line, he shall make necessary field trials to arrive at a suitable alignment at all such locations and fix the same, duly taking the approvals from HRIDC for all such deviations. The rates quoted by the Bidder are inclusive of all such additional field work, preparation and submission of reports, plans and sections for such deviations and nothing extra shall be payable.
- 3.5.5.3. Survey Equipment to be used for the work and accuracy of measurements
  - i. The Bidder shall use drone/ mobile or drone-based LiDAR and auto levels.
  - ii. All levels shall be taken using auto-levels and connected to the nearest GTS benchmarks available in the area, the details of which shall be obtained from Survey of India offices.
  - iii. The consultant will be responsible for the quality of the survey work done. The correctness of the survey work is of paramount importance. If required by HRIDC, the bidder will get the survey work test checked in few stretches. In case discrepancies in the survey work are found during test check/ execution of construction works in the bore log data of the major bridges beyond  $\pm 30$  cm, then a penalty of Rs.10, 000 shall be imposed in each case of such inaccuracy. In case repetitive inaccuracies as mentioned



above are found without any reason, the Client may initiate proceedings to declare the consultant as Poor Performer.

- 3.5.5.4. Conducting survey: for the stretches considered necessary by the Engineer, for a width upto 25m on one side of proposed center line and upto Centre line of existing line, including traversing along the routes (for the stretches considered necessary by the Engineer) duly observing the following:
- i. While carrying out this survey, use both horizontal and vertical angle measurements and target height to obtain x, y and z co-ordinates of terrain points.
  - ii. During this process, all natural and man-made details shall be picked up along with their spot levels at a spacing of about 20m or less including Railway track, OHE masts/installations, signal posts/location boxes etc. as required to represent the ground topography truthfully, or as directed by the Engineer-in-charge.
  - iii. Necessary jungle clearance for proper execution of the work, wherever required, shall have to be done by the Bidder at no extra cost.
  - iv. Features such as ridges, cliffs, river banks etc. would be defined as an item (or string) each; similarly man-made features such as roads, Railway lines etc. with each item (or string) defining a visible feature such as a center-line, berm, top and toe of embankment etc. Due care must be taken to clearly identify one item (or string) from another in the item file. The aim is to collect the most useful information with the fewest points. This means planning items (or strings) along strategic features of the ground surface, where they exist.
  - v. Wherever topography is suggestive of alternative alignment / alignments (near important bridges, thickly populated locations) the bidder will have to cover such alternative alignment / alignments in such stretches to enable the HRIDC to take decision on the basis of their relative merits. In arriving at decision on the waterway the bidder should pay due regard to these works and consider the alternative of altering or diverting the bunds, irrigation channels etc., even it would mean incurring some expenditure on such alterations, if that would save a large expenditure on the waterway.
  - vi. The bidder shall ensure that details in required MOSS format are furnished on pen drive, duly checked and verified and direct downloaded field data of Total Station in specified format supported with neat sketches (not to scale).
  - vii. Plot the centerline of the proposed alignment along with all the existing features and obstructions, if any (scale: 1:1000). Also plot the longitudinal section to help GRIDE to

confirm/modify decide the final formation level. Work out degrees of curves and details of gradients. The design of the alignment shall be done using Civil-3D, Mx Rail software in consultation with HRIDC.

- viii. On these plans and longitudinal sections, plotted on Auto-CAD Latest version, carry out the detailed exercise of planning of curves and gradients in line with the Terms of Reference (TOR).
- ix. During this exercise, due care shall be taken of various provisions of the Railway Engineering Code for the Engineering Department and other relevant provisions.
- x. Topographic survey of rivers/ nallahs en-route shall be carried out in terms of Para 224 to 228 of the Engineering Code.
- xi. There are no important bridges on this project but wherever applicable, topo-graphic survey of station sites en-route shall be carried out in terms of Para 231 to 233 of the Engineering Code.
- xii. There are new stations on this project or connectivity at existing Railway station, still wherever applicable, details regarding bunds, bunded streams and irrigation works in the vicinity of the line if existing should be collected since these might affect the future safety of the line. Information regarding this should be compiled and furnished by the Bidder.
- xiii. During the survey, careful notes with dates should be made on the ground, from personal enquiry and observations regarding any information likely to be useful in working out the details of the project.
- xiv. The bidder should also note down and supply the details of all electrical overhead crossings (low- & high-tension wires) and communication lines, other wired crossings along the stacked alignments of proposed route / routes. The details shall include the vertical clearance of the lowest wire from the ground level, distances of the supports on either side from the center of the proposed alignment as well as voltage of the transmission line.
- xv. The bidder shall also do detailed topographical survey to the scale of 1:1000 of existing/proposed stations, junction stations along the alignment of a strip of country each side of center line up to maximum center line of existing line or Rly. Land boundary, where land acquisition not contemplated and of rivers requiring a provision of water way of 110sq.m or upwards up to 100m on each side of the center line.

Particular care should be taken in determining the boundaries of village land in entering on the plans any other details required for the preparation of land plans.

- xvi. Wherever there is any doubt about any part of the survey, the relevant provisions of the Railway Engineering Code for the Engineering Department as modified from time to time shall generally govern.
- xvii. The data on nature of terrain viz., sandy, stony, vegetation etc., and type of ground shall also be recorded along with the chainages of change point.
- xviii. Station Yards: The bidder shall collect existing ESP from railway and also verify existing details of station yards in the sections proposed for new line like lengths of various lines, type of turn outs, sand humps, derailing switches, platforms, crossovers, their chainages, sizes and locations of various service buildings etc., by conducting a traverse and physical measurement at site and prepare existing yard plans based on this data.
- xix. Any other site details, hydraulic data of rivers and streams, road crossings for design of bridges/tunnels etc.
- xx. While fixing the alignment of Railway, instruction contained in Para 214 to 233 of Indian Railways code for Engineering Department, 1999 with up-to-date correction slips/modifications made should be followed by the bidder.
- xxi. Detailed study may be made for each curve and coordinates of tangent and curved track may be worked out every 20m and tabulated
- xxii. In case, stagnant or running water is met in the riverbed for a depth more than 1m (if at all there) a boat may be hired for leveling work. But the accuracy of work should not be sacrificed. No extra payment will be made on this account.
- xxiii. The bidder is required to assess the discharge and HFL for the streams of all Major Bridges using synthetic Hydrograph or any other method approved by HRIDC.
- xxiv. Necessary jungle clearance for proper execution of the work, wherever required, shall have to be done by the bidder at no extra cost.

### 3.6. SCOPE OF ELECTRICAL WORKS

#### 3.6.1. Terms of Reference (Electrical and OHE)

SN	Descriptions	Provisions
1.	System of electrification	Simple Polygonal type with 100 mm pre sag feed with single phase, 50 Hz, 25 KV AC System with High rise OHE
2.	Gauge	1676 mm BG
3.	Pantograph	1800mmm wide
4.	Wind zone	112.5 kg/m <sup>2</sup> or as per Geographical area
5.	Maximum half tension length	750 mtr.
6.	Tension in CW	1000 kgf
7.	Tension on catenary	1000 kgf
8.	Size of CW / catenary	107 sq.mm. / 65sq.mm.
9.	Type of CW	HDGCW
10.	Type of catenary	Cd-Cu stranded
11.	Type of masts	Galvanized / Fabricated
12.	Type of portal	Galvanized Fabricated
13.	Type of DA	Galvanized
14.	Normal setting distance	2.8 mtr on tangent track for individual mast and 3.0 mtr for portals
15.	Normal setting distance of multiple cantilevers supports	3.0 mtrs
16.	Normal setting distance in front of signals	Offset
16.	Electrical clearance	
	Normal long time	250 mm
	Normal short time	200 mm
	Reduced on long time	250 mm

	Reduced short time	200 mm
17.	Type of OHE over ML turn outs	Overlap type
18.	Type of OHE over yard turn outs	Overlap / cross type
19.	Maximum fault current on 25 Kv side	8000A
20.	3 phase fault level	10000 MVA
21.	BIL	95 KV p / 250 KVp
22.	Normal voltage	25 KV AC
23.	Permissible variation	19KV -27.5 KV
24.	Type of Locomotive	Conventional/ regenerative

### 3.6.2. General Electrical Works:

- i. Survey of existing electrical power supply system of the railway in the project section and identification of augmentation/modification works to be carried out in connection with railway electrification of the section including augmentation of existing power connections and availing new power connections from the supply authority. Approval of HRIDC to be obtained for the system suggested by the Consultant.
- ii. Electrification of all service buildings, staff quarters, service roads etc. being constructed under the Project works.
- iii. Pumping arrangements and pumping station for water supply wherever required.
- iv. Survey of overhead/underground power line crossings and lines running parallel to the track within 8m from center line of track in the project section using “Total Station” or similar equipment and preparation of report in specified format.
- v. The provision of following items should be particularly included as per actual requirement at site while preparation of bidding document for electrical general works.
- vi. Electrical main/sub distribution boards/CLS panel in ASM Rooms.
- vii. Battery charging and pre-cooling facilities, if required.

- viii. Internal wiring/lighting works and power supply arrangements for service buildings/staff quarters/platforms/LC gates /streets/circulating area etc with Electrical energy/solar power
- ix. Street lighting.
- x. Emergency lighting arrangements from CLS transformer in station areas for booking office, Foot over Bridge (FOB), ASM room & Platform etc.
- xi. Yard lighting arrangements at TSS and OHE/PSI depots.
- xii. List of infringements if any in the section/yards with dismantling/ modification/ alteration/ augmentation etc.
- xiii. Area of service building in Sq. mtr for electrification purpose.
- xiv. Number of staff quarters type wise.
- xv. New Station building with sketch.
- xvi. Number of Manned LC gates if unavoidable.
- xvii. S&T structure in sq. mts.
- xviii. Length and width of open platform, circulating area, FOB for electrification purpose.
- xix. OH lines crossing to track with drawings to be submitted.
- xx. Number of LT overhead crossings up to 415V to be made under ground by U/G cables.
  - a. Number of 11 KV HT overhead track crossing lines to be made under ground.
  - b. Number of 22 KV HT overhead track crossing lines to be made under ground.
  - c. Number of 33 KV HT overhead track crossing lines to be made under ground.
  - d. 66 KV & above EHV OH line crossings, vertical clearances from lowest conductor/Guard wire to Proposed rail level & horizontal distance from any part of tower/ structure to center line of track to be measured as per para-8.7.6.3.L-section of the PRL for shifting/raising height/modification purpose as per IRSOD , liaison with
    - e. power supply company. Drawings are to be submitted.
- xxi. Pumps vertical/horizontal, ACs, Lifts/escalators any other requirement.

### **3.6.3. Railway Electrification Works**

- i. Reports of Soil investigation/SPT up to the depth of 3 meter, for the purpose of OHE foundation designs at every 5 Km distance or change of strata, based on Geotechnical investigation carried out for civil engineering work to be submitted.
- ii. Safe bearing capacity for various structures viz., service buildings, staff quarters, TSSs, SP/SSPs, OHE/PSI depots, Trip shed and overhead tanks etc.

- iii. Design for provision of RE masts on bridge piers and its Foundation and Approval from HRIDC.
- iv. The BOQ should be prepared for each installation separately and then combined together for obtaining total quantities
- v. It shall include all items of work such as earthwork in excavation for foundations, backfilling, foundations, super structure, roofing of various types, water supply/ drainage arrangements, approach roads, overhead tanks, bore wells, pump houses including installation of pumps, sumps, retaining walls, slope protection works like pitching, P. Way works for tower wagon sidings, trip shed lines, cross tracks in TSS etc.
- vi. The requirement of drawings furnished above is only indicative and not exhaustive. Any additional drawings considered necessary for execution shall be prepared by the Consultant as per the directions of the Client.
- vii. The Bidder shall submit all the drawings and other deliverables (Geo-technical investigation reports etc.) in RTF, 1 soft copy on CD and 2 hard copies, the cost of which shall be deemed to be included in the quoted rates.
- viii. The drawings & designs submitted by the Consultant will become HRIDC's property and HRIDC will have the right to use them in other projects also. The Consultant is not permitted to use/issue/reproduce them in any form without the express approval of G- RIDE.
- ix. The Bidder shall use standard Railway/RDSO drawings in his design, barring the exceptions (with specific approval of HRIDC) Standard drawings, if required by HRIDC, will be arranged by the Consultant.
- x. The Consultant will make his own arrangement to procure any drawing/document from Railways/RDSO required for the assignment. The necessary reference letters etc. shall be provided by HRIDC.
- xi. The Consultant shall prepare all drawings under this contract in Auto CAD software,
  - xii. the version of which shall be advised by HRIDC
- xiii. TRD power supply diagram of nearby electrified Rail line, with the location of TSS, SP, SSP, OHE/PSI/SS/TW depot/Shed. OHE type -high rise or else.
- xiv. Required TSS/SP/SSP/PSI/SS/TW shed/depot for subject Rail line. Transmission line cast to be drawn up to TSS.

### 3.6.4. Drawings

- 3.6.4.1. All drawings and design including preliminary Drawings, Working Drawings etc. shall be prepared in standard sizes and submitted by the Consultant in accordance with the requirements of Railway as per BOQ.
- 3.6.4.2. The Consultant shall use standard drawings of RDSO/CORE/Zonal Railway, Indian Railway Manuals, IS Specifications, Codes etc. for preparation of designs and drawings barring the exception, (with specific approval of HRIDC). In case of any conflict within these specifications, the decision of HRIDC shall be final and binding in the interpretation of the clause of the codes of practice and specifications. HRIDC reserves the right to make any changes in its specifications, if required.
- 3.6.4.3. Draft drawing for approval – Drawing till not approved by HRIDC and Railway (wherever required) shall be treated as draft drawings.
- 3.6.4.4. Information in respect of Survey of overhead/Underground power line crossings in the project section using “Total Station” or cable height meter/similar equipment and preparation of report is to be done in the following format including drawing for each crossing over the section.

SN	Voltage and type (Single or double ckt)	Owners name address and phone no.	Location (Railway Chainage)	Block Section /Station	Height of structures from ground level (m)		Horizontal clearance from centre of track to any part of tower/structure	Vertical height of lowest conductor to Rail level/Guard wire-mtrs		Status of compliance with latest Railway Regulations .IRSOD2004/ACS20,21	L section Height
					Left	Right		Existing	Proposed		

### 3.6.5. General:

- 3.6.5.1. Documents produced by the Consultant shall be listed as part of the Progress Register.
- 3.6.5.2. Consultant will provide periodic Progress Reports and where necessary, the Consultant will attend periodic progress meetings. The meeting will discuss the project status and any open or unresolved technical or contractual issues.
- 3.6.5.3. \*If the Consultant requires any additional data or site details for completing the works included in the scope of this tender, he shall obtain the same at his own cost. The rates quoted by the Bidder shall be deemed to include all such contingencies and no separate



payment will be made. HRIDC will assist the Consultant by way of writing introductory letters to the concerned authorities.

- 3.6.5.4. The rates quoted by the bidder are inclusive of jungle clearance required, if any, for conducting the foot-by-foot survey including fixing of pegs, pillars etc. and no separate payment shall be made.
- 3.6.5.5. Consultant shall make his own arrangements for obtaining connection for electrical power and water etc. if required at his own expense.

### **3.6.6. Methodology of Work**

- 3.6.6.1. The work involves foot-by-foot survey of the section proposed for electrification for collection of site details, for mapping existing arrangements etc. and the rates quoted by the Consultant shall include all such field visit required for completing the works included in the scope.
- 3.6.6.2. The Consultant shall submit detailed design calculations for various facilities and obtain the approval of HRIDC or their proof Consultants and incorporate modifications suggested.
- 3.6.6.3. The pegging plans shall be prepared as per the latest RDSO's guidelines. The OHE shall be of conventional type and shall be designed for a maximum speed of 160 KMPH. Wind pressure for the design of structures shall be taken as per IS: 875.
- 3.6.6.4. The works proposed in the scope may involve site visit to get any relevant details, visit to various sites/offices, HRIDC office etc. The rates quoted by the Consultant shall be inclusive of all such incidental expenses and no separate payment shall be made on this account.

### **3.6.7. Final Review**

When the designs & drawings and other details for inclusion in the Bidding Document for construction is substantially complete, the Consultant shall submit the same for a final review. The quality of this submission shall be such that the Bidding Document can be completed by incorporation of HRIDC's review comments.

### **3.6.8. Submission of Final Design**

These documents shall comprise of Final submission of design & drawings duly complying with comments of Proof Checker & Railway/HRIDC.

### **3.6.9. Submission of Originals**

The submission of originals shall be made to HRIDC. This will consist of all documents prepared by the Consultant.

### **3.6.10. Delivery of Documents**

After HRIDC has accepted the submission of the Originals, the Consultant shall deliver in electronic format on CDs, all Documents prepared by it, to HRIDC. The original documents, typed but not bound, shall have been proof read, reviewed, approved and certified, and be ready for reproduction.

The Consultant shall furnish a complete set of CDs to HRIDC, prepared in accordance with requirements within 15 days of the submission of the original drawings. Detailed and Final Drawings shall be submitted in RTF, two hard copies along with one soft copy on CD.

### **3.6.11. Submission of Documents**

The Consultant shall deliver the drawings and documents as listed to HRIDC.

### **3.6.12. Scope of Work for Pegging Plan**

#### **3.6.12.1. General**

Foot by foot survey of the project section needs to be carried out for preparation of OHE pegging plans. The detailed scope of work is broadly categorized as under:

- i. Collection of basic drawings, standards and specifications from Railway/ RDSO/ CORE in respect of electrification of the section.
- ii. Preparation of tracings of track survey plans in AutoCAD and submission of two prints to Client along with soft copy on CDs.
- iii. Preparation of OHE Pre-pegging plans utilizing the tracings and track survey plans.
- iv. Site marking/inspection of OHE Pre-pegging plans (jointly with client 's representative if required)

- v. Incorporation of corrections in the tracings and updating of CDs, if found necessary, to evolve pegging plans and submission of two prints thereof to the Client for comments/approval.
- vi. Finalizing the comments, incorporating changes if found necessary, in the tracings and soft copy to evolve final pegging plans, obtaining approval of Client and thereafter submission of RTF/prints and soft copy as per BOQ.
- vii. Preparation of wiring cum sectioning diagram followed by final pegging plans and submission of RTF two hard copies and one soft copy.
- viii. The pegging plans shall also indicate details of removal of infringements such as
- ix. diversion of drains, pipes, signal wire, Electrical Lines/Equipment's rods or other installations, details of which shall be jointly finalized with the Client.

#### 3.6.12.2. Assistance to be given by Client:

The drawings and data shall be collected by the Bidder

- i. Through actual site survey
- ii. From the Railway/CORE/RDSO at his own expense.

#### 3.6.12.3. Methodology for pegging Plan:

- i. All measurements shall be made with steel tape. At curves, these measurements shall be made on the outer rail of the middle track, in case of odd number of tracks. In case of even number of tracks, the inner rail of the first outside track from the center of the formation will be taken as the reference rail.
- ii. The following information shall be collected while carrying out the field survey of the section, in respect of the tracks required to be wired and also all the tracks in their vicinity, to enable preparation of track survey plans and thereafter OHE pre-pegging/pegging plans.
  - a. Track centre distance at every 30M in case of double and multiple tracks, in stations and yards, commencing from the kilometer post.

- b. Chainage of the existing gradient posts and details of the gradient indicated thereof e.g. 1:100 (R) and 1:200 (F) etc.
- c. Chainage of the existing curve pillars and the particulars as furnished thereof in respect of the curvatures e.g., degree of curvature, radius of curvature, length of curve, deflection angle, chainage of transition, turning points, super elevation etc., will be measured if available at site.
- d. Versine in every 30M chord on all curves for each individual track throughout the section.
- e. Cross section of the formation at a regular interval of 200M, commencing at the kilometer posts, to indicate the ground profile. The ground profile will cover a distance of about 4/5M from the center line of the track and will be measured with a tape, string and survey rod. The profile of the proposed double line shall also be plotted on the cross section as per the details made available in the Plan & L sections
- f. Type and bearing capacity of soil:
- g. Reports of Soil investigation/SPT up to the depth of 3 meter, for the purpose of OHE foundation designs at every 5 Km distance or change of strata based on Geotechnical investigation carried out for civil engineering work to be submitted.
- h. The chainage of the edges, the width, number and class of the level crossing, dimensions relating to the position of gate lodge and the level crossing barrier with reference to the track.
- i. The chainage of the center line of all the existing trolley refuges.
- j. The number of bridge/culvert, the chainages of both the abutments, centre line with/shape of the piers. Wherever structures are to be located on a bridge or inside a tunnel, the Consultant shall provide sufficient details. In case of structures located on piers, and inside tunnel, dimensions of space available, a cross section giving details of bridge member and in case of suspension from top or vertical members of bridge/tunnel, the cross section at the suspension/fixing points shall be shown, giving all relevant details with dimensions. The design of supporting arrangement and obtaining approval from Railways is also part of the contract.
- k. The chainage of the both the edges, width and clear headroom available for each of the wired tracks under the over line structures e.g., Road Over Bridge (ROB), Foot Over Bridge (FOB), Fly Over Bridge, Through Girder Bridges (TGB) etc. In respect of overhead electrical high tension (above 11kV) crossings, chainage and clear head room

shall be shown. In case of LT/P&T crossings only center line chainage need to be provided.

- l. All the underground obstructions, which may infringe with the casting of OHE foundations like watering arrangements, underground cables and pipes, shall be shown on the pegging plans. The details may be ascertained from the local Railway staff/ office.
- m. The chainage of the actual toe of the switch, the nose and the fouling mark for every turn out.
- n. The chainage of the center line of the diamond crossing, the number of slips and chainage of the actual toes of the switches.
- o. The chainage, number and position of existing signals, with reference to adjacent track
- p. The distance of extreme edges of a group of point rods requiring adjustments / special arrangements for locating OHE structures over/near them, from the center of the adjacent track/s at regular interval of 25M throughout the length of the run of point rods.
- q. Position details/chainage of signal location boxes.
- r. Chainage/Position details with reference to adjacent tracks in respect of all the building structures e.g., station building, cabins, cable huts, goods and parcel sheds, tea and other vendor stalls, ROBs on platforms etc.
- s. Chainage of the edges of platforms ends and ends of ramps, height of the platforms and width in respect of island platform chainage of extreme edges of platform sheds is also to be mentioned.
- t. The distance of the near and far edges of pucca drains (requiring adjustment/special arrangements for location of the OHE structures near/over them) a regular interval of 25M throughout the length of the run of drain from the center of adjacent track/s.
- u. Position/Chainage of edges of sub-ways and their outlets on platforms.
- v. Relevant details of any other existing feature/s and obstruction/s, which will affect location of OHE, structure over/near the same i.e., 10M on either side of the track.

### **3.6.13. Track Survey Plans:**

The following standards/conventions shall be observed for preparation of track survey plan tracings in ink on paper.

- i. Standard width of the tracing shall be 297 mm or multiple thereof.

- ii. A scale of 1:1000 for open section and 1:500 for station/yard shall be adopted. The station/open section shall commence at the Km post immediately in advance of the first turnout from the main line and shall end at the Km post immediately after the last turnout from the main line.
- iii. An arrow at the end of the plan will be provided to indicate the direction and name of the adjacent/extreme station in the section.
- iv. Track shall be designated as UP/DN UP Loop / DN. Loop etc., according to the standard convention.
- v. Normally the plotting shall begin at the Km post and end at the Km post. The length covered will not be more than 3Km in one plan. Only one single plan shall be prepared to cover the entire length of station section from Km post at one end to the Km post at the other end. However, in case of very big yards, convenient subdivision shall be made and key plan showing the sub-division shall be prepared based on the relevant wiring plan.

#### **3.6.14. Pre-Pegging plans:**

- i. For structures in the vicinity of signals, setting distance shall be as per RDSO standards.
- ii. The setting distance of OHE structure on tangent track shall be 2.8M at normal locations and 3.0M for portal locations and masts carrying more than one OHE. On curved tracks, the minimum setting distance, is obtained by adding curve allowance and 150mm slewing allowance.
- iii. The plan shall also indicate the location of Auxiliary Transformers proposed at manned level crossing gates and at stations.
- iv. On each plan the length of track in RKM and track electrified/to be electrified with conventional OHE in TKM covered in the plan shall be indicated.

#### **3.6.15. Pegging Plans:**

The plan after incorporating the observations, corrections made during site inspection will be thoroughly scrutinized to eliminate all design/field survey errors/omissions and then only will be accepted as pegging plans and submitted to Client for scrutiny, comments and approval. The pegging should contain all existing arrangement of OHE of all electrified lines including yards.

### 3.6.16. Final Pegging plan:

The consultant shall submit RTF, two hard copies and one softcopy on CDs containing the details of approved tracing.

### 3.6.17. Wiring cum Sectioning Diagram:

The sectioning diagram should be retraced/updated based on existing sectioning arrangement and final pegging plan and submit RTF, two hard copies and one soft copy on CDs to the Client.

3.6.18. Formats: Annexures I to V are enclosed.

## 3.7. SCOPE OF SIGNALLING AND TELECOMMUNICATION

### 3.7.1. Terms of Reference (Signal and Telecommunication)

SN	Descriptions	Provisions
1.	System of Train Working	
2.	Standard of Interlocking	
3.	Type of signaling	
4.	Distant	
5.	Type of Interlocking	
6.	Type of Operation	
7.	Signal Lighting	
8.	Point Operation	
9.	Power Supply	
10.	Last Vehicle Verification	
11.	Track Circuiting	
12.	Logging of events	
13.	Calling On signals	
14.	Shunting	

15.	Type of DA	
16.	Earthing	
17.	Communication system	
18.	Emergency communication	

This involves design and drawing of (Existing Stations which need alteration of S&T):

- i. Footprint and database of the existing signal and telecommunication system
- ii. Signal infringement plans
- iii. Telecom infringement plan
- iv. Signaling Interlocking plans of stations, LC gates etc. based upon proposed ESPs/Conceptual Plan and showing Additions & Alterations on existing SIPs.
- v. Bill of quantities.

**3.7.2.** Preparation of footprint of signaling and telecommunication system at existing station includes:

- i. This involves collection of Signal Interlocking Plan and Station working Rules of the station to assess the existing signaling system at the station which includes existing gradient and restriction in the train working at the station. Similarly, SIP of Midsection interlocked LC along with its controlling station is also required.
- ii. If any Interlocked or Non-Interlocked Level Crossing gates and Gumties are there; at the station, similar details should also be prepared and submitted.
- iii. The telecom room (OFC Hut) at the station and its location visa vis existing structure at the station should be clearly mentioned to assess infringement if any.
- iv. Details of signaling assets to be submitted in the format mentioned in annexure Sig A 1.
- v. The details of assets include date of installation/commissioning of signaling and telecom assets at the station / interlocked LC gate. These will give an idea of the residual life of the equipment installed at the station / LC gate and their usability in doubling work. The data should be collected from authentic sources.

**3.7.3.** Signal and Telecom Infringement Plans includes:



- i. Telecom Cables laid in the existing station & Block section includes Optic Fibre Cable and 6 quad cables from station to station. Emergency sockets are provided at every one kilometer in the section and at LC gates and ends of major bridges derived from 6 quad cable. Telecom cable is also laid from to all SP, FP and SSP from the nearest stations. EC sockets derived from 6 quad cables are provided at all these electrical installations.
- ii. Signaling cables laid from distant-to-distant signal on either side of stations and interlocked level crossing gates.
- iii. These underground buried cables are to be identified in the block section by cable route locator and the yard. These cables are to be marked to the scale on A3 size sheet in AutoCAD. The plan should indicate the centre line of the existing track, centre line of the proposed track, inner and outer toe line of the proposed track. OFC, 6 quad cable and the signaling cables and power cable, if any, to be marked separately with different legends. There may be multiple routes of signaling cables. All the routes possible should be marked separately. The signaling location boxes and telecom junction boxes to be marked clearly on the plan.
- iv. All the signaling and telecom assets should be marked on the plan in such a way that infringement of these assets is clearly identified.
- v. The plan should be made on A3 size sheet depicting infringement in 500metres.
- vi. Shifting of OFC and 6 quad cable falling in infringement zone should be planned for shifting while preparing the BOQ.
- vii. The LC gate buildings including Gate hut, relay room / power room falling should be shown on the plan to assess the infringement of structures, if any.

**3.7.4. Signaling Interlocking plans of stations, LC gates includes:**

- i. Preparation of Tentative Signaling interlocking Plan (SIP) of the stations and Independent Interlocked LC gates in the section.
- ii. Tentative SIP should be prepared in the format prevailing over railway.
- iii. Initially one paper print should be submitted for approval of HRIDC. On approval by HRIDC, three paper prints to be submitted for approval of the Division and the Railways. On approval from the Railways, Final print should be submitted on tracing

paper of approved quality along with soft copy (Auto Cad). The quality of the paper should be got approved before taking the final print.

**3.7.5.** Approved tentative SIP as per approved ESP for new stations is only to be submitted to HRIDC.

**3.7.6.** Scope of work involving preparation of BOQ includes:

- i. Framing of BOQ including preparation of technical specifications and quantity of material and execution for the work. Technical specifications have to be in conformity with the latest practice of RDSO / Zonal Railway and as per the guidelines of Railway Board.
- ii. The preparation of BOQ and detailed estimate shall be carried out after detailed site survey and close co-ordination with the Railways station wise and total for sections to suite 25KV AC.
- iii. Schematic sketches of the signaling arrangements at stations shall be made for determining station wise BOQ should be supplied along with the Priced BOQ. These should be made on A3 size sheet.
- iv. • The BOQ shall be prepared as per SOR of Railway, the BOQ shall be thoroughly checked to ensure accuracy before submission to G- RIDE.
- v. The BOQ will cover all items of MACLS, Electronic Interlocking / PI / RRI, DC Track Circuits / axle counters, LED signals, Networked Data-logger, RTU, IPS with LMLA/VRLA batteries and Block Proving by Axle counter, along with UFSBI and HASSDAC and all types of cables, 6 Quad Cable Soft & STM and their other equipment's. It will cover complete execution of a station for signal & telecommunication with earth work and infringement removal of signal & telecom if any.
- vi. All the approved documents and plans have to be given to HRIDC in one soft copy i.e., on CDs and 3 Nos. of Hard copies.
- vii. Soft copies of all Plans / Drawings / Documents to be supplied i.e on CDs.

3.7.7. ANNEXURE: Signal A – 1

SIGNALLING & TELECOMMUNICATION INFORMATIONS SHEET

SN	INFORMATIONS	DETAILS
1.	Name of Station along with Standard of Interlocking, Class of Station	
2.	Age of signaling installation (year of commissioning of present Cabin/PI/RRI)	
3.	Present Operation of Signaling like by Central Panel / End Panel, PI / RRI, or lever etc.	
4.	Type of signal (MACLS, MAUQ, LQ etc.	
5.	Type of signal Lamps- LED/TRIPLE POLE /other	
6.	Operation of points –MECHANICAL /MOTOR	
7.	Type of point motor- Make, Type, AC immunized date of overhauling.	
8.	Details of GF(Ground Frame) like –No of Lever, EPD, EPL etc	
9.	Type of Axle counter –Analog/Digital, Single section /Multi Section, No of detection points, make ,version , Age.	
10.	Type of indoor relays-MM or MC, interlocked relays. Type of relays used for external circuits- AC immunized etc.	
12.	Type of Operating Panel (Combined Operating cum indication panel or separate with special features if any).	
13.	Other Indoor details like type of flasher relay, Interlocked relays, Latch relays, Type of Fuses, special features/ Equipment etc.	
14.	Operation of points (By point Group / Power Consultant unit from station or from site etc.)	
15.	Crank handles interlocking – KLCR, HKT, Voltage of operation, location – station / site.	
16.	Power supply arrangement –IPS/Discreet (in case of IPS –Make , Type, Capacity of SMR, inverter, converter, Battery Capacity , age of battery, condition of equipment) ( In case of Discreet-Capacity of charges , make age and condition), details of solar supply if any.	
17.	Block working-Type of Block, Block Filter, bell unit, earthling etc.	
18.	Details of Track circuits (i.e type of Track Relay, QSPAI relay, Choke, Charger, etc.).	
19.	Type of Data logger-Capacity, Make, Condition, Networked, CMU ETC.	
20.	Telecom facilities like number of control phone, BSNL phone, Gate phone etc.	

21	Telecom Installation at the station: Quad / RE cable	
22	OFC : No. of fibres in the OFC, Fibre wise utilization of OFC, STM equipment details with their make and installation date, utilization of channels, details of the mux installed at the station with their date of installation, utilization of channels, power plant installation details with details of capacity of the batteries and their date of installation.	
23.	Existing cable route Plan of Signaling & Telecom Cables for Station Yards and Block Section.	
24.	Any special features of the station.	
	NOTE: Above information sheet to be prepared for each station/Interlocked LC gate/IBH independently. Above items are only indicative, any special signaling and telecom arrangement at the station should be brought in this sheet.	

### 3.7.8. ANNEXURE Signal A – 2

#### SIGNALLING & TELECOMMUNICATION INFORMATIONS SHEET

(For Interlocked LCs of Station yards and Mid-Section)

SN	INFORMATIONS	DETAILS
1.	Gate No.	
	Km of the Gate	
	Section (Between the stations and controlling station )	
2.	Age of signaling installation (year of commissioning)	
3.	Type of Barrier (Leaf / MLB / POLB)	
4.	Type of signal (MACLS, MAUQ, LQ etc.)	
5.	Type of signal Lamps- LED/TRIPLE POLE /other	
6.	Operation of gate – MECHANICAL /MOTOR	
7.	Housing (Porta cabin / brick mortar structure)	
8.	Details of GF (Ground Frame) like – No. of Lever, etc. if any	
9.	Methodology of approach warning, if any	
10.	Type of indoor relays - MM or MC, interlocked relays. Type of relays used for external circuits- AC immunized etc.	
12.	Type of Panel (Combined Operating cum indication panel or separate with special features, if any).	
13.	Other Indoor details of Equipment etc.	
14.	Detection of closing through magnets provided or not	
15.	Gate control interlocking – KLCR, HKT, Voltage of operation, location – station/site.	
16.	Power supply arrangement –IPS/Discreet (in case of IPS –Make, Type, Capacity of SMR, inverter, converter, Battery Capacity ,	

	age of battery, condition of equipment) ( In case of Discreet-Capacity of charges , make age and condition).Date of installation and manufacturing of IPS, All power equipment's & battery.	
17.	Gate building infringing with alignment or not	
18.	Barrier infringing with alignment or not	
19.	Type of Data logger - Capacity, Make, Condition of RTU, Modem, Networked, CMU, etc. Date of installation	
20.	Telecom facilities like gate phone / EC socket etc	
21	Mode of communication i.e. quad cable / wireless etc.	
22	Availability of power supply AT / Local (Duration for which local supply is available in general), Details of solar supply if any	
23.	Any special features of the gate.	
	NOTE: Above information sheet to be prepared for each station / Interlocked LC gate / IBH independently. Above items are only indicative, any special signaling and telecom arrangement at the station should be brought in this sheet.	

### 3.7.9. Equipment

The Bidder shall deploy, as per the mutually agreed programmed, the minimum number of equipment for execution of the work as mentioned hereunder:

SN	Equipment Type and Characteristics	Min. Required	Number
1	Total Station	2 Sets	
2	GPS Instrument like Dual Frequency RTK or similar	1 Set	
3	MX ROAD/RAIL or similar software for preparation of plans & calculation of quantities	1 Nos.	
4	Cable Route Tracer/ Locator	1 No.	

Note: The equipment specified above may also be owned by sub-Consultants or arranged on lease or on hire which should include a provision to the effect that the equipment will remain at site or be vested in the Client for the period of execution of related activities.

Note: The equipment specified above may also be owned by sub-Consultants or arranged on lease or on hire which should include a provision to the effect that the equipment will remain at site or be vested in the Client for the period of execution of related activities.

### 3.8. Detailed Estimate of Quantities and Project costs

- i. The Consultants shall prepare detailed estimates for quantities and project cost for the entire project. The estimation of quantities shall be based on detailed design/GADs of

various components of the projects. The estimation of quantities and costs would have to be worked out separately for different departments as defined in this TOR.

- ii. The Consultants shall generally take all items existing in schedule of rates of Indian Railway, detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly consider the various inputs and their basic rates, suggested location of plants and respective lead distances for mechanized construction. The unit rate for each item of works shall be worked out in terms of manpower, machinery and materials.
- iii. The project cost estimates so prepared for projects are to be checked against rates for similar on- going works in India under Railway/Railway PSUs rail sector projects.

### **3.9. Detailed Project Report**

Consultant shall compile all details of the survey and drawings and prepare a detailed Project report (DPR) this will be according to the engineering code chapter5 Duly taking details of items from Railway/HRIDC which is not in the scope of consultant.

### **3.10. Project Team and Project Office of the Consultant**

- i. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.
- ii. The consultant will be required to deploy the following staff at HRIDC office apart from maintaining a project team at the consultant's office for assisting HRIDC officials in comment compliance for approval of reports and liaison with railways/ other depts.
  - a Project Coordinator – 1 Nos.
  - b Engineer – Civil – 1 Nos.
  - c Engineer – S&T – 1 Nos.
  - d Engineer – Electrical – 1 Nos.
  - e CAD Engineer – 1 Nos.

### **3.11. Reports to be submitted by the Consultant to HRIDC**

Various reports to be submitted by consultant is listed below:

- Inception Report
- Desktop Study Report
- Feasibility Report
- Draft DPR
- Final DPR

Wherever draft report and final report is mentioned it implies that final report has to be submitted incorporating attending to deficiencies/advices/instruction/comment of authority competent to approve, by correction, re-working and repetition of the work.

#### 4. DELIVERABLES

The following reports will be delivered covering the milestones activities as shown in SCC Clause 10:

##### **Volume I: Inception Report**

##### **Volume – II Feasibility Report (Draft followed by Final):**

This report will include all the information collected based on the studies under clause 3.1 as mentioned above including the alignment shown on topo - sheet, geographical features and site constraints along the alignment, traffic estimates report, financial appraisal report, conceptual plan and drawings, locations of proposed track features like take-off points, stations, bridges, level crossings, ROB/RUB, RFO, cross-drainage structures, power line crossings, index plans and abstract cost estimate of the project.

##### **Volume – III Detailed Project Report:**

This report will cover all the above said parts in brief including Executive Summary that will include the project background, social analysis of the project, details of surveys and investigations carried out, final location survey report along with coordinates of centre line, alignment design details, L-section and plan and the proposed land boundary, analysis and interpretation of survey and investigation data, designs, detailed cost estimate, traffic survey report, availability of labour & material land acquisition required and its ownership (whether private, forest or revenue) approx. assessment of affected and other features like sanctuary/wild life that may need environmental clearance along the alignment, economic analyses and conclusions brief accounts of the findings of the study and recommendations. This part will also include maps, alignment shown on the topo-sheet, charts and diagrams based on topographic survey showing locations and details of track features like GADs of stations, yards, bridges, ROB/RUBs, RFO, level crossings, cross drainage works, their conceptual plan along with junction arrangement and signalling features, Power supply arrangements and preliminary OHE design. The report will also include and integrate the traffic estimate report and financial appraisal report as finalized during the feasibility study, duly reviewed.

##### **Volume –IV: Part 1 Detailed Design of Alignment Report:**

This part will consist of details of bridges, ROB / RUBs, RFO, curves, gradients, yard plans, Index plans, embankment / cutting slope etc. supported by computer printout of calculations wherever applicable. This part will also include details of quantities and bill of quantities for execution.

##### **Volume – IV: Part 2 Rate analysis and cost estimate:**

This part will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume. This part will also include detailed estimate indicating the cost of each item of work.

##### **Volume – IV : Part 3 Drawings:**

This part will have all drawings forming part of the Detailed Project Report.

**Volume – V: Village wise land Acquisition data (Govt. land, Forest land and Private land):**

This part may be submitted in multiple volumes but not more than 10 (or about 20-30 km in each volume covering 10-15 villages).

The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted as an Appendix.

All the above said reports will be submitted in four copies each.

The CDs containing all basic as well as the processed data from all field studies and investigations, reports, appendices, annexures, documents and drawings shall be submitted to Employer at the time of submission of Final report.



## 5. TENDERING FORMS

This Section contains the forms which are to be uploaded on e- procurement portal by the tenderer/s and constitute a part of his Tender.

### **Letter of Offer (Form PS-1)**

Invitation for Tender No.:

Dated: XX.XX.2022

To

Deputy General Manager (Projects)  
Haryana Rail Infrastructure Development Corporation Ltd,  
SCO 17-18-19, 3rd Floor, Sector-17A, Chandigarh

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to tenderer/s ITT 2.7;

(b) We offer to execute the Works in conformity with the Tender Documents;

(c) Our tender shall be valid for a period as defined in Para 1.9.1 of NIT from the date fixed for the tender submission deadline in accordance with the tender documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our tender is accepted, we commit to submit a performance Guarantee in accordance with the tender Documents;

(e) If our tender is accepted, we commit to deploy key personnel as proposed by us in our contract consistent with the requirements stipulated in HRIDC's Requirements;

(f) We understand that HRIDC requires that tenderer/s, must observe the highest standard of ethics during the execution of such contracts. We confirm and undertake that we including our constituents, any sub-consultants for any part of the contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITT 2.3; and We also understand that the HRIDC has the right to reject our tender at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in HRIDC's activities, if it at any time determines that the firm has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the HRIDC in accordance with ITT 2.3;

(g) We, including any sub-consultants for any part of the contract, do not have any conflict of interest in accordance with ITT 2.4.2;

(h) We are not participating as a tenderer/s, in more than one tender in this tendering process in accordance with ITT 2.4.2;

(i) We declare that we are not liable to be disqualified in Accordance with ITT 2.4.3, and we are enclosing the affidavit for the same as per the Performa given Tender No: HRIDC/FS/DPR/313/2022 in the tender document.

(j) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(k) We have not made any deviations from the requirement of the tender document and we have also not made any tampering or changes in the tender documents on which the offer is being submitted and if any tampering or changes are detected at any stage, we understand the tender will invite rejection and forfeiture of EMD/the contract will be liable to be terminated along with forfeiture of performance Guarantee, even if LOA has been issued.

(l) We declare and confirm that in the submission of this tender, no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the contract price does not include any such amount. We acknowledge the right of the HRIDC, if he finds to the contrary, to declare our contract to be non-compliant and if the contract has been awarded to declare the contract null and void.

Name:

In the capacity of:

Signed and Sealed:

Duly authorized to sign the tenders for  
and on behalf of:

Date:

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENTS**

**(To be executed in presence of Notary public 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. \_\_\_\_\_ having its office at.....(hereinafter called the Tenderer) for the purpose of the Tender documents for the work of ( Name of work )\*\* as per the Tender No.\_\_\_\_\_ of Haryana Rail Infrastructure Development Corporation (HRIDC), 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 documents from the website <https://etenders.hry.nic.in>. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with HRIDC shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to HRIDC/GGN/MSIL/2022/01 SIGNATURE OF TENDERER 114 forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) \*\*\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to 5 (five) years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from

such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

**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:

Note:

1. Should affidavit be in more than one separate page, each page shall be signed by the authorized signatory.
2. Should affidavit be in more than one separate page, each page shall be signed by the authorized signatory.
3. This affidavit is to be given by each member of JV.

**Constitution of Firm**

<b>S No.</b>	<b>Particulars</b>	<b>Response</b>
1	Constitution of the Firm (Tick as applicable)	Sole Proprietorship Firm/ Partnership Firm/ Company/ JV/ LLP/ Registered Society or Trust
2	Full name of the Sole Proprietorship Firm/ Partnership Firm/ Company/ JV/ LLP/ Registered Society or Trust (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the proprietor/ partners/ JV members etc	

**Undertaking:**

We have uploaded along with the tender, all the requisite documents pertaining to the constitution of the firm/ concern/company. etc, as specified in clause 2.4.1 of “General Tender Conditions& Instructions to tenderers”. I/We understand that in the absence of these documents, offer shall be considered incomplete and shall be summarily rejected.

**Date:****Signature of Tenderer/s with Seal**

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM**

(To be executed non judicial stamp paper of appropriate value as per law of state concerned-Non-Judicial stamp paper should be purchased in the name of proprietor of the firm)

I.....S/o Shri .....aged about .....years  
R/o.....do hereby solemnly  
affirm and declare as under:

1. That I am running a business in the name and style of M/S.....which is a sole proprietorship firm, and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S .....
3. That the Head office of the above named firm is situated at .....

**DEPONENT**

**Verification:**

Verified at..... on this .....day of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

**DEPONENT**

(seal and signature of Notary Public)

**Notes:**

1. The document should be notarized at its place of execution (Place of signing the document).
2. Each page of the document should be signed by executants.

**POWER-OF-ATTORNEY FOR SIGNING OF BID ON BEHALF OF PARTNERSHIP FIRM**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned-Non-Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)..... S/o Shri.....R/o.....

(2)..... S/o Shri.....R/o.....

(3)..... S/o Shri.....R/o.....

(4)..... S/o Shri.....R/o.....

all are the partners of a partnership firm namely M/S.....  
..... (Name of firm) hereinafter referred to as 'firm', which is registered at  
Registration No.....by Registrar of Firms..... The firm is  
having its head office  
at..... (hereinafter to  
be referred as the 'Firm')

all are the partners of a partnership firm namely M/S.....  
..... (Name of firm) hereinafter referred to as 'firm', which is registered at  
Registration No.....by Registrar of Firms..... The firm is  
having its head office  
at..... (hereinafter to  
be referred as the 'Firm')

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the firm.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of firm.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the firm in connection with completion of aforesaid tender work and to enter into liability against the firm.
4. To sign, execute the contract with HRIDC for and on behalf of the firm.
5. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done

by the firm and we hereby undertake to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

WITNESSES:

- 1. Signature
- 2. Name:
- 3. Address:

Executants Partners

(Name)(Signature)

1.....

2.....

3.....



**POWER-OF-ATTORNEY FOR SIGNING OF BID  
(when Tenderer is company incorporated under Companies Act)**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned  
Non-Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of company & CIN number) is a Company  
registered under the Companies Act, 2013, and having its registered office at.....  
(Hereinafter called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held on.....  
of the Board of directors of the company the company (company name) have decided to participate in  
the tender No.\_\_\_\_\_ issued by HRIDC for the work namely  
“ \_\_\_\_\_ ”.

I.....(name and designation) the authorized  
representative of M/S ..... (name of  
company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute,  
nominate, appoint and authorize Mr./ Ms.  
\_\_\_\_\_(designation)\_\_\_\_\_(address)\_\_\_\_\_ &Mr./ Ms.Mr./ Ms.  
\_\_\_\_\_(designation)\_\_\_\_\_(address)\_\_\_\_\_ who is/are presently  
holding the above mentioned position in the company as our true and lawful attorney (hereinafter  
referred to as “Attorney”) of the company to jointly or severally exercise all or any of the following  
powers for and on behalf of M/S .....  
(name of company & CIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with HRIDC for and on behalf of the company.
5. To sign, execute the contract with HRIDC for and on behalf of the company.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof. The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20...., in presence of:

**WITNESSES:**

- 1. Signature :
- Name :
- Address :

Executant Signature & Seal of Company  
Name:  
Designation:

- 2. Signature :
- Name :
- Address :

Specimen Signatures of Attorney Holder(s) in token of acceptance:

- (1) Name ..... Signature.....
- (2) Name ..... Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

**Notes:**

- 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.
- 2. The document should be notarized at its place of execution (Place of signing the document).
- 3. Each page of the document should be signed by executants.

**Board’s Resolution of company incorporated under companies Act for submitting  
Tender by company (To be printed on company’s letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS  
OF (Company Name) \_\_\_\_\_(CIN \_\_\_\_\_)  
(hereinafter referred to as company) HELD ON (Date) \_\_\_\_\_ AT (Address)  
\_\_\_\_\_

Whereas the Board has been described about NIT no. \_\_\_\_\_ issued  
by HRIDC for the work namely “ \_\_\_\_\_”. Board  
discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender.

Resolved further that the Board authorizes, Mr./ Ms. \_\_\_\_\_&Mr./ Ms.  
\_\_\_\_\_ (name and designation) of the company, to jointly or severally sign and  
submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any  
amendments, alterations or modifications thereto and to make representations, submit papers, affidavits  
and to do any other act and complete requisite formalities on behalf of the company in connection with  
completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. \_\_\_\_\_(name and  
designation) of the company to execute Power of Attorney in terms of this resolution in favour of  
Mr./Ms. \_\_\_\_\_&Mr./Ms. \_\_\_\_\_ the person(s)  
above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the  
company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

**Notes:**

1. In this format space has been provided for entering details of two authorized persons  
however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the  
document).
3. The document should be notarized at its place of execution (Place of signing the  
document).

**POWER-OF-ATTORNEY FOR SIGNING OF BID  
(when Tenderer is LLP Firm incorporated under LLP Act)**

**(To be executed non judicial stamp paper of appropriate value as per law of state concerned Non-Judicial stamp paper should be purchased in the name of the LLP Firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S .....  
..... (name of LLP & LLPIN number) is a LLP Firm registered under the LLP Act, 2008, and having its registered office at..... (hereinafter called the 'LLP'). AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Partners of the LLP the LLP..... (LLP name) have decided to participate in the tender No. \_\_\_\_\_ issued by HRIDC for the work namely “ \_\_\_\_\_ ”

I.....name and designation) the authorized representative of M/S ..... (name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint and authorize \_\_\_\_\_ Mr./Ms. \_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ &Mr./ Ms./Mr./Ms. \_\_\_\_\_ (designation) \_\_\_\_\_ (address) \_\_\_\_\_ who is/are presently holding the above mentioned position in the LLP as our true and lawful attorney (hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the following powers for and on behalf of M/S ..... (name of LLP & LLPIN number) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of HRIDC on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. To sign, execute the contract with HRIDC for and on behalf of the LLP.
5. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of HRIDC.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20.... , in presence of:

WITNESSES:

- 1. Signature  
Name :  
Address:

Signatures of authorized representative & Seal of LLP

Name of authorized representative (Executant):  
Designation:

- 2. Signature:  
Name :  
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name..... Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

**Notes:**

- 1. In this format space has been provided for entering details of two authorized persons/attorney holders however if the number vary details may accordingly be entered.
- 2. The document should be notarized at its place of execution (Place of signing the document).
- 3. Each page of the document should be signed by executants.

**Partner’s Resolution of LLP Firm for entering into Joint Venture  
(To be printed on LLP Firm’s letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF \_\_\_\_\_ (LLP Name) having LLPIN \_\_\_\_\_ of 20.....)(hereinafter referred to as LLP) HELD ON (Date) \_\_\_\_\_ AT (Address) \_\_\_\_\_

Whereas the Partners have been described about NIT No. \_\_\_\_\_ issued by HRIDC for the work namely “ \_\_\_\_\_”.

Partners discussed the matter and after discussion following resolution was passed:

Whereas the Partners have been described about NIT No. \_\_\_\_\_ issued by HRIDC for the work namely “ \_\_\_\_\_”.

Partners discussed the matter and after discussion following resolution was passed:

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. \_\_\_\_\_ & Mr./ Ms. \_\_\_\_\_ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. \_\_\_\_\_ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. \_\_\_\_\_ & Mr./Ms. \_\_\_\_\_ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: \_\_\_\_\_

Designation: \_\_\_\_\_

Place:

Dated:

Executed and Signed before me on this.....day of ..... At .....(place).

**(Seal and signature of Notary Public)**

**CHECK LIST FOR LIST OF DOCUMENTS** duly page numbered, signed, stamped by authorized signatory of the firm with the tender and submit at the address specified in the “Notice Inviting Tender” not later than the prescribed date and time for bid submission:

1. Forwarding letter of the Bidder.
2. Form of Bid.
3. Details of similar works completed in last 7 years.
4. Annual Turnover for the last three years with supporting documents.
5. Programme for deployment of key personnel.
6. Programme for deployment of tools and hardware proposed to be procured/hired on the project.
7. Attested copies of the constitution of its firm such as Partnership deed (in case of partnership company), Memorandum of Articles of Association, etc..
8. Sales Tax/Works Contract Tax Registration Certificate, Service Tax -Registration Certificate (as applicable).
9. ISO 9001-2008 certificate, if any.
10. Banker’s Solvency Certificate.
11. Schedule of start and completion of work in the form of Bar Chart.
12. Methodology for execution of works.
13. Programme for Quality assurance during execution of work
14. Month wise Cash flow requirements.
15. Proof of transaction towards payment of Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
16. Original Power of Attorney duly attested by Notary Public of the in favour of the person signing the tender documents or photocopy duly attested by Notary Public or a Resolution of Board of Directors authorizing the person to deal with tenders/this tender case.
17. Banker’s Details (Name of the Bank and Branch), along with bidders own bank details (Account no., Name of Account holder, NEFT/RTGS details)
18. Any other details sought in RFP.

## Criteria for Evaluation of tenders

### A. Essential Qualifying Criteria

1. The contractor should possess the experience of having Successfully completed similar works during the last 7 years (as on 31.07.2022), which should be any one of the following
  - i. One similar completed work of amount not less than **5.55 Cr.**
  - ii. Two similar works of amount not less than **3.7 Cr** each.
  - iii. Three similar works of amount not less than **2.77 Cr** each.
2. The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous **three financial years** as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

#### **Note:**

#### **Similar Nature of Work:**

- a) Works are considered similar if the work consists of Preparation of Detailed Project Report including Selection of alignment using Mx Rail and AutoCAD Civil 3D software or Final Location Survey (FLS) and getting approval of Railways/DFCC/RVNL or a Govt PSU in connection with Construction of New BG Electrified line.
- b) The Contractor should have positive net worth. This will be judged from the audited Balance Sheet of the last two financial years i.e. 2020-21 & 2021-22.
- c) The contractor should submit performance certificates, in reference to S.No.1 above from clients (Govt. /Semi Govt./Public Sector/ Public listed company) for having successfully completed similar works in the last 7 years (as on 31.07.2022).

### B. Short-listing of Applicants

- i. The contractors should pass in all items of “Essential Qualifying Criteria”. In case of the bidder not meeting the Essential qualifying criteria, no further evaluation of the bid will be carried out and the bidder will be disqualified.
- ii. The tenderers will have to show the availability of adequate trained manpower and relevant machinery as per the Tables QCF1 and QCF2 (To be filled by Tenderer in Format 1,2,3 &4).
- iii. Tenderer(s) may please note that their offers will be evaluated as per the credentials/documents attached by the tenderer(s) along with the Tender. Of the Applicants ranked as aforesaid, not



more than five shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, HRIDC may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than 75 marks; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### **C. Evaluation of Financial Proposal**

- i. Subject to the discretion of HRIDC, the Financial Proposals of those Applicants whose Technical Proposals score less than 75 marks shall not be opened.
- ii. In the second stage, the financial evaluation will be carried out as per this *Clause D*. Each Financial Proposal will be as stamped and assigned a financial score (SF).
- iii. For financial evaluation, the total cost indicated in the Financial Proposal (Quoted Price in BOQ) will be taken inclusive of Service Tax etc.
- iv. HRIDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 marks. The financial scores of other proposals will be computed as follows:
  - $SF = 100 \times FM/F$  where
  - F = amount of Financial Proposal

### **D. Combined and Final Evaluation**

- i. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
  - $S = ST \times Tw + SF \times Fw$   
here, Tw and Fw are weights as stamped and assigned to technical and financial Proposals that shall be 0.5 and 0.5 respectively.
- ii. Generally, the successful Applicant shall be the Applicant having the highest combined score.

## QCF1

### REQUIREMENT OF SKILLED AND TRAINED MANPOWER INCLUDING ENGINEERS AND TECHNICAL STAFF

SN	Personnel	Qualification	Minimum number required	Total Experience for each person (in years)	Maximum Marks (Total 65)
1	Team Leader	B.Tech.	1	20 years (including 10 years in Indian Railways, its PSUs/ Metro Railways)	7
2	Track Expert	B.Tech	1	10 years in Indian Railways, its PSUs/Metro Railways	6
3	Traffic Expert	Graduate	1	10 years in Indian Railways, its PSUs/Metro Railways	6
4	Finance Expert	MBA (Finance)	1	10	6
5	Chief Survey Engineer	B.Tech.	1	15	6
6	Survey Engineer	Diploma	3	5	4 x 3 = 12
7	Alignment Expert	B.Tech	1	10	4
8	Electrical Systems Expert	B.Tech	1	15 (including 10 years in Indian Railways, its PSUs/ Metro Railways)	4
9	Signaling & Telecom Systems Expert	B.Tech	1	15 (including 10 years in Indian Railways, its PSUs/ Metro Railways)	4
10	Patwaris	Retd. Revenue officials	1	20	4
11	Auto CAD Experts	Diploma	2	5	3 x 2= 6

**Note:**

- i. Bidders must enclose Name, date of birth and complete testimonials of the experts proposed to be deployed on the project. Out of the total experience at least 25% experience must be directly in the relevant field.
- ii. Marks shall be awarded as per the relevance of experience with each of the experts. Discretion of HRIDC in evaluating the experts cannot be challenged.
- iii. Proportionate marks may be awarded in case of experts falling short in relevant experience.
- iv. Persons with the approved CV will have to be mobilized to carry out the work totaling up to the time period mentioned against each position.
- v. Some experts may continue till the execution of works start in the field and relevant records of control of alignment, utility survey, etc. have been handed over to the Contractors. The terms of their engagement can be negotiated in case required.

## QCF 2

### MINIMUM REQUIREMENT OF TOOLS AND SOFTWARE (IN WORKING CONDITION)

SN	Description	Capacity	Nos. Required	Max Marks (Total 35)
1	Total Station	1 sec accuracy	2	2 x 2=4
2	DGPS (WAAS enabled)		2	4 x 2=8
3	Rail Track Alignment Software		1	8
4	Satellite Image Processing Software (IREDas Imaging, Arc Info etc.)		1	5
5	AutoCAD Civil 3D		1	5
6	Plotter (Office Equipment)		1	5

**Note:**

- i. There are 2 marks for each number for Item 1, 4 marks for each number for Item 2, 8 marks for items 3, 5 marks for item 4, 5 & 6. (Total 35).
- ii. Bidders are expected to enclose ownership documents for the equipment (own or from hiring agency as indicated above) and software. HRIDC reserves the right to make judgment on proof of ownership/ declaration of bidders.

**FORMAT-1**

(Ref. Sr. No. 3 of Annexure-II to Instruction to bidders)

**DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS**

SN	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of Rs.)	Reasons for delays, if any	Penalty ,if any, imposed for delay	Any Remarks other relevant information
----	-------------------------	----------------------------------	-----------------------	-----------------------	-------------------------------	---------------------------	--	----------------------------	------------------------------------	--

- 1
- 2
- 3
- 4
- 5
- 6

Note:

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

**FORMAT-2**

(Ref. Sr. No. 4 of Annexure-II to Instruction to bidders)

**ANNUAL CONTRACTUAL TURNOVERS FOR THE LAST THREE/FOUR FINANCIAL YEARS**

**NAME OF BIDDER:**

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

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

**SEAL AND SIGNATURE OF THE BIDDER**

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

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

**FORMAT-3 (QCF-1)**

*(Ref. Sr. No. 5 of Annexure-II to Instruction to bidders and QCF-1 of ITT)*

**PROGRAMME FOR DEPLOYMENT OF MAN POWER ALONGWITH BIO-DATA OF KEY PERSONNELS.**

<b>SN</b>	<b>Name</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience (in years)</b>	<b>Programme for deployment</b>
1					
2					
3					

**FORMAT-4(QCF-2)**

*(Ref. Sr. No. 6 of Annexure-II to Instruction to bidders and QCF-2 of ITT)*

**PROGRAMME FOR DEPLOYMENT OF TOOLS AND HARDWARE PROPOSED TO BE PROCURED/HIRED ON THE PROJECT.**

<b>SN</b>	<b>Description</b>	<b>Make</b>	<b>Model &amp; Year of manufacture</b>	<b>Capacity</b>	<b>Condition</b>	<b>Nos. proposed to be deployed</b>	<b>Programme of Deployment</b>	<b>Remarks</b>
1								
2								
3								
4								

**1. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

- a. Agreement
- b. Letter of Acceptance
- c. Notice Inviting Bid
- d. Instructions to the Bidders
- e. Appendix to Bid
- f. Form of Bid
- g. Special Conditions of the Contract
- h. General Conditions of Contract
- i. Terms of Reference (TOR)/ Technical Specifications
- j. Relevant codes and Standards
- k. Bill of Quantities (BOQ)

**2. MOBILISATION ADVANCE:**

2.1 No mobilization advance shall be paid to consultant. Consultant shall make his own arrangements at his cost for all materials required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall not supply any materials nor shall assist for procurement of any materials required for execution, completion and maintenance of works.

2.2 **Advance Against Machinery and Equipment** – Not payable

**3. SUPPLY OF PLANT AND MACHINERY BY EMPLOYER/ENGINEER**

Consultant shall make his own arrangements at his cost for all Plant and Machinery required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall neither supply any Plant and Machinery nor assist for procurement of any Plant and Machinery required for execution, completion and maintenance of works.

**4. LABORATORY AND TESTING FACILITIES OF SAMPLES**

The laboratory tests on samples shall be done through national reputed agency approved by HRIDC.

The Consultant shall have to arrange for all field / lab tests at his own cost for carrying out all the tests required, as per Specifications or as stated elsewhere in the contract, including supply of laboratory equipment and also provision of adequate number of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents.

**5. SALES TAX ON WORKS CONTRACT /GST as applicable**

- i. The Consultant shall get registered with the concerned Sales Tax/GST Department of the relevant state(s) of the project and submit a copy of the same to the Employer/Engineer. He shall be responsible



for filing sales tax returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

- ii. Employer/Engineer intends to register with the Sales Tax Department under the **Composition Scheme** and shall be responsible for depositing of Sales Tax on works contract leviable on this project. The Consultants need not consider Sales Tax liability on works Contract while quoting their rates. The Consultant may arrange necessary TDS exemption certificate from Sales tax/Commercial tax/Trade tax authorities for exemption from deduction of tax at source. Till the TDS exemption certificate is submitted by the Consultant, the Engineer will continue to deduct the Sales tax at source from the payments due to the Consultant and deposit the same with Sales Tax Department. If requested, the Employer/Engineer shall issue necessary certificate in this regard.
- iii. Wherever certain exemptions/benefits are available on custom duty, excise duty, service tax, Sales tax, works contract tax etc., the Consultant shall consider the same while quoting his rates. For instance, materials/ Plant and Machinery etc. used for execution of the projects financed by International organizations enjoy exemption from custom duty and/or excise duty on fulfilling the conditions as per Govt. notifications. Similarly, the Consultant shall ensure that whenever any benefits are available under Sales tax/Works contract tax, Service tax, these shall be considered while quoting the rates.

## **6. PRICE ADJUSTMENT**

Price adjustment shall be applicable in this tender during the work period till completion of the works as per clause 46A of GCC. PVC shall be payable under classification of work as any other works i.e. 9A of 46A.6 of GCC 2022 edition only.

## **7. COMPLETION PERIOD**

The work is required to be completed within a period of 36 months the date of issue of letter of acceptance. The work shall be completed in phased manner.

The work has to be executed in co-ordination with other agencies working on or near the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the clause 17A of General Conditions of the contract.

## **9. COMPLETION PERIOD, WORK PROGRAMME SUBMISSION AND COMMENCEMENT OF WORK AND DELAY & EXTENSION OF CONTRACT**

- a. The work is required to be completed within the period as mentioned 36 months from the date of issue of letter of acceptance.
- b. Within 7 (Seven) days of the issue of Letter of Award and before the work is commenced; the Consultant shall have to submit a detailed programme for each major element of the work, using the modern networking techniques for Project monitoring, for approval of the Engineer. The construction programme will show the general methods, arrangements, order and timing for all the significant activities in the works identifying the critical path for the work clearly.
- c. The agreement or the approval of the programme by the Engineer shall not relieve the Consultant of any of his responsibilities to complete the whole works by the prescribed time.

- d. The Consultant shall submit to the Engineer, for approval, an updated Program, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Consultant to indicate the means by which the programmed progress will be achieved. If the Consultant does not submit an updated Programme within a reasonable period as indicated by the Engineer, the Engineer may withhold the payment of next on account bill until the overdue Programme has been submitted.
- e. In case of any delay in the completion period, the extension of the same shall be dealt as per clause -17A of General conditions of contract (GCC).

## 10. ACHIEVEMENT OF MILESTONE PROGRESS

In order to ensure progress during execution of the work, the Consultant will be expected to achieve the following milestone targets for each study assigned ahead of dates mentioned against each. Failure to accomplish milestone targets within allocated time frame, save for reasons accepted as valid by the Engineer-in-charge, shall create and constitute ground for failure on the part of Consultant for maintaining progress of the work as per agreed programme sufficient enough to recover liquidated damage @ Rs 10,000/- per day after the due date of each mile stone, limited to amount as per GCC.

Milestone	Description of milestone	Time frame to achieve Milestone
Milestone 1	Fixing paper alignment, Study of alternate alignments and submission of Inception report for approval of HRIDC	D1 =D+2 weeks
Milestone 2	Reconnaissance Survey, assessment of terrain, drainage works, utilities, forest and private land, Traffic estimates, financial appraisal, Submission of draft feasibility report after incorporation of comments / remarks from HRIDC	D2 =D1+4 weeks
Milestone 3	Submission of Final Feasibility Report	D3 =D1 + 6 weeks
	Approval of Feasibility Report by HRIDC/MoR	D4
Milestone 4	Final location survey and center line pegging along with topographic survey and alignment design report	D5 =D4+4 weeks
Milestone 5	Submission of draft DPR as per BOQ details to HRIDC and incorporation of comments/ remarks from HRIDC/ Railways	D6=D5+4 weeks
Milestone 6	Submission of ESPs, L-section, Drawings and land acquisition data to HRIDC and final DPR.	D7=D6+2 weeks

Note:

1. 'D' is the date of issue of work order by HRIDC to the Consultant.
2. Liquidity damage charges shall be recovered for delay on part of agency as per relevant para of GCC.

## 11. CONTRACT AGREEMENT

The Consultant shall enter into and execute the Contract agreement in the form of agreement within **28 days** from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Consultant at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Consultant.

**PERFORMANCE BANK GURANTEE (UNCONDITIONAL)**

Name of the Bank: .....  
Managing Director,  
Haryana Rail Infrastructure Development Corporation Limited

Bank Guarantee Bond No.:

Date:

**PERFORMANCE GUARANTEE BOND**

In consideration of the Haryana Rail Infrastructure Development Corporation (hereinafter called “HRIDC”) having agreed under the terms and conditions of agreement/Contract Acceptance letter No. .... dated..... made between..... (Designation & address of contract signing Authority) and ..... (here in after called “the said Contractor(s)” for the work..... (here in after called “the said agreement”) having agreed for submission of a irrevocable Bank Guarantee Bond for Rs..... ( Rs.....only)) as a performance security Guarantee Bond from the Contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs..... ( Rs.....only) on demand by the Government.
2. We..... ( indicate the name of the bank, further agree that ( and promise) 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 or suffered by the Government by reason of any breach by the said Contractor of any of the terms of conditions contained in the said agreement or by reason of the Contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....( Rupees..... Only).
3. (a) We ..... ( indicate the name of Bank ) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.  
(b) The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment
4. We, ..... (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ..... (Designation & Address of contact signing authority) on behalf of the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we..... (indicate the name of the Bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the

guarantee is not renewed or the period extended on demand, we ..... (indicate the name of the Bank) shall pay the Government the full amount of guarantee on demand and without demur.

- 6. We, ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
- 7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
- 8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
- 9. This guarantee shall be valid upto----- (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....(Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for  
(indicate the name of bank)  
Official

Signature of Banks Authorized

(Name) -----  
Designation with Code No.-----  
Full Address-----

Witness:  
1. ....

2. ....

## FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

### AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Haryana Rail Infrastructure Development Corporation Limited, HRIDC, SCO No. 17-18-19, Sec-17A, Chandigarh acting through (Managing Director, hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_ (name and address of the Consultant) (hereinafter called “the Consultant”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Consultant viz. **Contract No.** \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Consultant for the execution and completion of such Works and the remedying of any defects therein.

#### **NOW THIS AGREEMENT WITNESSETH as follows:**

- In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance of Bid
  - b. Notice Inviting Bid
  - c. Instructions to the Bidders
  - d. Bill of Quantities (BOQ)
  - e. Form of Bid
  - f. Special Conditions of the Contract
  - g. General Conditions of Contract
  - h. Terms of Reference (TOR) / Technical Specifications
  - i. Relevant codes and Standards
- In consideration of the payments to be made by the Employer to the Consultant as hereinafter execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first

before written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Consultant in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**Certificate of Familiarization**

- A. I/We hereby solemnly declare that I/We have visited the site/place of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a. Topography of the Area.
  - b. Soil conditions at the site of work.
  - c. Sources & availability of Construction material.
  - d. Borrow areas of earth.
  - e. Rates for construction materials.
  - f. Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g. Availability of water & electricity.
  - h. The existing roads and access to the site of work.
  - i. Availability of space for putting labour camps. Officers, stores, godown, sheds engineering yards etc.
  - j. Climatic condition and availability of working days.
  - k. Prevailing all taxes, VAT, duties etc.
- B. I/We have kept myself/ourselves fully informed of the provisions of this bid document comprising Instructions to the Bidders, General Conditions of the Contract, Special Conditions of Contracts and Special Technical Specifications/ Conditions of contract apart from information conveyed to me/us through various other provisions in this bid document.
- C. I/We have quoted my / our rates as ‘Percentage above / below / at par “and quoted against blank items by rates in figure and words, with total cost as per Schedule of Items Rates and Quantities (BOQ) in FINANCIAL BID taking into account all the factors given above.

**(Signature of Bidder/s)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## Bill of Quantities

<b>Name of Work - Providing Consultancy Services for Feasibility Study and Preparation of Detailed Project Report (DPR) for various projects in Haryana Rail Infrastructure Development Corporation Limited.</b>						
<b>Schedule-I (Inception Report &amp; Feasibility Study)</b>						
SN	Activity	Details of work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Desk Study of alternatives	Desk study of alternative alignments on topo-sheet as per the purpose, area and scope of work defined in TOR in consultation with Railways/HRIDC, proposal of alignment on topo-sheet Google Earth, KMZ format	Km	650	2610	16,96,500
2.	Reconnaissance Survey and Abstract Cost Estimates Detailed Feasibility Report	a) To conduct foot by foot reconnaissance survey with hand held GPS along the proposed alignment, duly collecting various information and to suggest modification to the proposed alignment as per site condition, preparation of L- section, Alignment Report, List of bridges(waterways), ROB, RUBs, , station locations, station equipment, staff colonies, yard layouts, junction arrangements, track structure, land requirement, rough classification of land, signalling arrangement, electric traction arrangements, utility shifting, cost estimates, alternative studies and comparison, integration of traffic survey and financial feasibility and submission of draft feasibility report as defined in TOR and then submitting final feasibility report in consultation with HRIDC. (70%) b. Getting approval of HRIDC/ MoR (30%)	KM	650	13400	87,10,000



3	Traffic Estimates Study	<p>a) Traffic study on project route including assessment of freight and passenger by diversion of existing traffic from the existing routes in and around Delhi and to/from proposed DFC routes, forecast of Transport demand for 25 years from the year of starting of operation in five years intervals based on alternative growth scenarios, assessment of new freight traffic expected to be generated due to further expansion in industrial/production centres, agriculture activities, generation capacities etc. in the zone of influence for next 25 years, study the traffic moving by other modes of transport and likely market share of railways etc as per TOR.(70%)</p> <p>b) Getting approval of HRIDC/ MoR (30%)</p>	Each	10	4,50,000	45,00,000
4	Financial Appraisal	<p>a) Financial viability analysis including the examination of the possibility of implementing the project through JV Model, complete appraisal for all economic, financial &amp; social including environmental impact and other related issues, detailed financial evaluation of the project and carry out financial feasibility study to establish the financial viability of the project to cover the items as per TOR. (70%)</p> <p>b) Getting approval of HRIDC/ MoR (30%)</p>	Each	10	5,00,000	50,00,000
5	Drone Videography of Alignment	<p>Drone videography for proposed alignment. Drone will fly on the proposed alignment including the right of way and prepare a high resolution geotagged aerial video with all visible details and assets such as bridges, level crossings, stations etc.</p> <p><b>Deliverable:</b> - Submission of Geo tagged video 1920x1080 format</p>	Km	650	4010	26,06,500

		(Full HD) resolution, low resolution geo-tagged video in 640x480 format for presentations, image/drawing files linked with video/image (fly mode) in 02 copies (external hard drive) to HRIDC					
						<b>Total</b>	<b>2,25,13,000</b>
						Add GST @18%	40,52,340
						<b>Total of Schedule-I</b>	<b>2,65,65,340</b>

<b>Schedule-II (Detail Project Report)</b>						
<b>SN</b>	<b>Activity</b>	<b>Details of work</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Topographic survey and identification of bridges, road crossings, power line and other utilities. Including preparation of GADs (not detailed design)	a. Detailed field survey along the final selected designed alignment route, preparation of survey report including comparison with other routes as per the available details, establishing horizontal and vertical control points, marking of rail corridor, crossings, buildings, hydrological data collection, proposal for bridge openings, road crossings, RUBs and ROB, Rail Fly Over (RFO) and submission of draft report. (70%) b. Approval of the same by the HRIDC/MoR (30%)	KM	450	24,518	1,10,33,100
2.	Preparations of L-Section	a. Making detailed L- section and detailed plan i.e. project sheet by recording ground levels/features using automatic leveling instruments/plain tabling or other advanced survey instruments, along the center line of demarcated proposed alignment at 10 m intervals, as per site conditions, including ground levels across the center line of the alignment on either side at proposed top edge and toe of bank and bottom edge and top edge of cutting sections, and further upto 20m from the toe of bank or top edge of cutting. Note:(i) The ground levels are to be recorded with respect to mean sea level connected to GTS bench marks located in the vicinity of proposed alignment and to be procured from survey of India office. Also additional temporary bench mark to be fixed at an average 2000m interval or lesser CC mattams M-20 outside the profile of embankment or cutting, or on pucca structures viz plinth of buildings, coping of bridges etc as	Km	450	2312.99	10,40,845

		<p>directed by Engineer in charge.(ii)The cross section to be recorded on either side of proposed alignment upto the distance required for calculating cross sectional area to assess earthwork quantity and will vary for plain terrain and hilly terrain.(iii)The cross section at each chainage of 10m are to be plotted on Auto CAD and submitted in hard copy(6 Nos) and soft copy and 1 copy on polyester based tracing paper(100 to150 microns) along with computation of cross sectional area. (iv)The levels recorded along the alignment are to be reduced with respect to MSL and submitted in tabular form in hardcopy (6 Nos) as well as in soft copy and one copy on polyester-based tracing paper (100 to150 micron). The detailed L Section to be prepared on scale 1 cm=50 Meters horizontal and 1 cm= 5Meters vertical in plain terrain or suitable scale in Ghat/ hilly terrain showing all the details of existing and proposed formation, bridges, road crossing, grade etc as per specified railway norms complete. Detailed plan corresponding to L section to be prepared on the same sheet, showing details of all existing ground features, proposed bridges, level crossing, curves, Land boundaries, TBM, TBM mattams etc complete as directed by Engineer in charge.(v)The item also includes preparing plan of area upto 100m on either side all along the proposed alignment by plain tabling or other suitable system using advanced survey instruments i.e. project sheet having detailed L section and detailed plan.(vi)The project sheet is to be plotted on Auto CAD on</p>				
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		scale 1 cm=50 m Horizontal and 1 cm=5m Vertical in plain terrain or suitable scale in Ghat/hilly terrain and to be submitted on hard copy (6Nos) along with soft copy and 2 copies of polyester based tracing paper (100 to150 micron) as directed by Engineer in charge. (70%). b. After approval of HRIDC/ MoR (30%)				
3.	Final Location Survey and land verification	a. Fixing of alignment by centre line pegging with RCC pillars (of size 15 cm x 15 cm x 450 cm with 4 nos of 8 mm dia steel & 6 mm plain bar stirrups and M20 grade concrete) @100 m C/C in straight portion, tangent points and apex point of curve including traversing between existing control points and other obligatory points. b. Preparation of land plans using latest surveying technique as Total station/DGPS and Marking of land corridor for land acquisition, collection of revenue record and facilitate verification of village plots and preparation of land plans, identification of land, information on affected land owners & land schedule on ground etc. by State govt. officials. Assessment of type of land, its broad classification as private, govt., revenue forest or forest land for management decisions. Final location survey will be done as per IR code for the engineering department. c. Submission of land acquisition proposals for yards / dumping locations for	Km	650	3000	19,50,000
			Km	650	10225	66,46,250
			Hect.	811.4	5073.53	41,16,662

		<p>ballast, blanket etc. along the finalized alignment etc. complete in requisite copies under section 20(A) &amp; 20(E) of Railways (Amendment) Act, 2008 as per format / requirement of revenue departments including necessary survey, preparation of area statement, collection of all necessary revenue records, information on affected land owners, land use pattern (such as agriculture, commercial, barren, forest etc) , details of assets and any such other information required for publication of notification under section 20(A) &amp; 20(E).</p> <p>d. Item a, b and c 70% payment shall be released on completion of respective items and submission of report. Balance 30% shall be released after approval from HRIDC/MoR.</p>				
4.	Site Selection and Demarcation of Waterway for major bridges and important bridges	<p>Site selection and demarcation of required water way and configuration of spans for major bridge and important bridges including leveling for profile of stream bed, along the main stream on upstream and downstream side, computation of catchment area of the stream ,collection of hydrological data , hydrological calculations as per sub structure code/RDSO guidelines for deciding water way for bridges including computation of scour depth , construction of pucca CC mattams on approaches and preparation of GAD plan for bridges etc. complete . Note: 1) The item includes (i) River survey to be done as per provision of Engineering Code 8 Km on</p>	Each	20	12362.47	2,47,249

		<p>upstream side and 2 Km on downstream side from proposed centre line alignment intercepting the river or stream. Recording bed levels along the main stream of river and three typical sections of river as directed by Engineer in Charge. 2) Plotting on AutoCad the L- section of river bed and typical cross sections of river, plan of the river on upstream upto 8 Kms and on downstream upto 2 Kms from the alignment, computing the catchment area / water shed line of river, centroid of catchment area using AutoDesk 3D civil software and Google Earth, submitting along the hydrological calculations in hard copy (6 nos.) as well as soft copy as per Railway code / RDSO guidelines and as directed by Engineer in Charge. 3) General note - Before submitting the detailed drawings for all the above items of the work, one draft hard copy is required to be submitted for scrutiny and checking by the Railways for obtaining the approval of competent authority and making corrections / editing and finally submitting the required number of hard copies, final tracings and soft copies duly incorporating all necessary corrections etc. complete.</p>				
5.	Preparations of ESPs of New Yard Plans	Preparation and supplying of yard plans of various new stations showing proposed positions of track and related structures based on conceptual yard plans on Auto CAD. The rates are inclusive of original tracing with paper print of each yard.	Each	30	9025	2,70,750

6.	Preparation of Junction arrangements, ESPs	a. Preparation of all ESPs including junction ESPs based on Railways existing ESP as per approved DPR under detailed consultation with employer, concerned Railway. (70%) b. After approval of HRIDC/MoR (30%)	Each	15	29,152	4,37,280
7.	ESP of Level Crossings	a. Preparation and submission of ESP of various manned level crossings (interlocked/non interlocked) showing proposed positions of track and related structures, alignment and width of road, gate lodge, lifting barrier, along with visibility diagram of L-xing as per IRPWM provisions, TVU based on actual survey/available data on Auto CAD and submitted in portable Hard disks. The rates are also inclusive of original tracing with 10 (Ten) paper print of each level crossing. (70%) b. After approval of HRIDC/MoR (30%)	Sq. ft.	1792.5 4	310.13	5,55,920
8.	Preparation of Signal Interlocking Plans of Junction arrangements	a. Preparation and submission of SIP based on approved ESP (70%) b. After approval of HRIDC/MoR (30%)	Each	15	69,000	10,35,000
9.	Preparation of SIP	a. Preparation and submission of SIPs of New Yards(70%). b. After approval of HRIDC/MoR (30%)	Each	30	10,000	3,00,000
10.	Preparation of Power supply scheme and OHE scheme	a. Preparation and submission of power supply and OHE scheme of each project proposal with sufficient details (not detailed design) to the satisfaction of Client and Railway (70%)  b. After approval of HRIDC/MoR (30%)	Each	10	5,17,500	51,75,000



11.	Aerial Topographical Drone Survey	<p>(a) Conducting a Drone Videography UAV/Drone by capturing 4k resolution videography of the whole alignment and delivering the geotagged videos along with a player facility to upload &amp; link image/Drawings/other files etc and linkage to GIS Map like Google, Bhuvan etc with overlay/sync facility should be available &amp; ROW, alignment, structure, Chainage &amp; other important details can be incorporated in it. Also it should have the facility to compare two different times videos simultaneously.</p> <p>Deliverables Include: -</p> <ol style="list-style-type: none"> <li>1. Merged Seamless Geo-tagged Video of at least 1920X1080 format (full HD) resolution with all annotations.</li> <li>2. Video Metadata in CSV format - Time, GPS_Latitude, GPS_Longitude, Elevation, Camera Angles (Roll, Pitch, Yaw) for each video.</li> <li>3. KML file containing the all Structure, Annotation, Chainage.</li> </ol> <p>(b) Conducting Aerial Topographical Survey using DGPS based integrated Drone i.e PPK/RTK based Drone to capture essential ground features and assets and delivering the topographical information for 100m width corridor (50 m each side from the center line) within an accuracy of 5cm.</p> <ol style="list-style-type: none"> <li>1 Transfer of GCP benchmarks or SOI benchmarks to the site will be done by the agency and no extra cost will be paid for it by the railways. However, procurement of the GCP benchmarks or SOI</li> </ol>	Km	200	21994	43,98,800
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		<p>benchmarks will be provided by the Railways.</p> <p>2 GCP points establishment at every 2 km paint marked on the permanent structure and 1 hr DGPS observation of the same.</p> <p>3 TBM points establishment at every 500 m on paint marked on permanent structures and RTK survey of the same using the 2 km points as the base.</p> <p>4 Transfer of elevation from the benchmark to the whole alignment using the Digital auto level.</p> <p>5 Collection of High Resolution Aerial Imagery of minimum 3 cm GSD using survey grade DGPS integrated Drone i.e PPK/RTK based Drone having on board dual GNSS system and calibrated camera of 20 MP. UAV Aerial Photo Acquisition shall be done to cover the ROW. Suitable Overlapping: minimum 70 % forward and 50 % side overlap shall be maintained. Ensure Image Quality: Clear /sharp imagery with good light condition. Images must have XYZ co-ordinates and rotational information, sensor size, focal length as meta data. This information must also be made available in a text file</p> <p>6 Aero triangulation Using the professional photogrammetry Software which supports Stereo Capability to measure control points with highest precision and rigorous bundle block adjustment for reliable mathematical calculation and final results. This operation includes measuring and transferring all tie, check, and</p>				
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		<p>control points appearing on all photographs manually; and performing a least squares block adjustment</p> <p>7 3D Topographical mapping - Plan data Capture - All topographical information including natural &amp; manmade features to be captured. All the topographical features including Rail, track Centerline, Platform, signal, Electrical mast, FOB, RUB, Station Building, Other buildings, Utilities, land use, Roads, wall, Hydro features to be captured, (Extensive Layer list in CAD) The output is to be delivered in DWG format</p> <p>8 Digital Terrain Model - Each Stereo Model is to be setup in the stereo photogrammetry software. The manual inspection and editing of the elevation points in stereo photogrammetry software to eliminate points captured over trees, buildings etc. ensuring that the DTM are totally at ground level. Various ground features will be also captured wherever elevation changes with respect to existing ground to prepare the accurate DTM. The 3D breakline will be captured on the Transportation features, Hydrography/Hydrological Features, ground level Structures, vertical drops etc for the creation of accurate DTM. The output shall be delivered in DWG format</p> <p>9 Digital Elevation Model (DEM) at 1 meter grid interval to be delivered in ASCII &amp; DWG format</p> <p>10 Contours at 50 CM interval</p>				
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		<p>for the corridor</p> <p>11 3 CM resolutions Orthophoto in tiff/ECW format (CAD Compatible) (Clear Detail with no smear/warp) with Horizontal accuracy of 5 CM RMSE). Seam line editing &amp; Photoshop correction should be used to ensure clear details while keeping high geometrical accuracies.</p> <p>Deliverables will include-</p> <ol style="list-style-type: none"> <li>1. Topographical base map in Autocad format of 1:500 scale having all the natural &amp; manmade features such as buildings, road, tracks, platforms, walls, yards, boundaries fences, signals, electrical mast, FOBs, LCs, RUB / ROBs, etc. in .DWG or .DXF format.</li> <li>2. Contours at an interval of 50 cm in DWG or DXF format.</li> <li>3. Digital Elevation Model of 1m resolution in ASCII format and DWG format.</li> <li>4. 3 cm resolution (GSD) Orthophoto in ECW or TIFF format which can be opened in CAD.</li> <li>5. Hardcopy of Topographical maps in 3 sets.</li> </ol> <p>(c) Reality 3D models for YARDS, ROB, RUB etc. using Drones.</p> <p>Collection of High-Resolution Nadir &amp; Oblique (Forward, Backward, left side view, Right side view) Aerial Imagery of minimum 2 cm GSD using survey grade UAS/Drone having on board dual GNSS system and calibrated camera of 20 MP.</p>				
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		<p>Suitable Overlapping: minimum 70 % forward and 70 % side overlap shall be maintained. Ensure Image Quality: Clear /sharp imagery with good light condition. Images must have XYZ co-ordinates and rotational information, sensor size, focal length as meta data.</p> <p>Development of precise high resolution 3D reality model using photogrammetry technology of the whole alignment. The 3D model to be delivered in Obj/fbx Format. (70%)</p> <p>(c) Item a, b and c 70% payment shall be released on completion of respective items and submission of report. Balance 30% shall be released after approval from HRIDC/MoR.</p>				
12.	Detailed estimate & Rate analysis.	<p>Preparation of detailed estimate with rate analysis covering each item of land, earthwork, track, bridges and structures, drainage, roads and protection work, signaling electric traction, power supply, junction arrangements, general electrification, utility shifting, staff colonies, railway installations, offices, inspection and construction equipment (like tower wagons, RRVs) as per scale, complete job based on standard Schedules of rates where available or Last accepted rates of Railways/RVNL/IRCON/ RITES /State Govt. CPWD etc. (70%)</p> <p>b. After approval After Approval of the same by HRIDC/MoR (30%)</p>	Each	10	3,02,000	30,20,000

13.	Preparation, compilation and submission of Detailed Project Report	a) Preparation, compilation and submission of Detailed Project Report including Executive summary, Alignment Design, BOQ, Rate Analysis, Final Location Survey Report, detailed Cost Estimate, Traffic Estimate and Financial Appraisal, Maps ESPs, SIPs OHE Scheme, Land Plans etc. as per TOR (75%) b) After Approval of the same by HRIDC/MoR (25%)	Each	10	1,50,000	15,00,000
Total						4,17,26,856
Add GST @18%						75,10,834
<b>Total of Schedule-II</b>						<b>4,92,37,690</b>

<b>Schedule-III (Soil Investigation)</b>					
Exploratory drilling of Bore Holes as per relevant USSOR item of Railway					
1a	0m to 10m of dia. 150mm	Mtr	2000	2,500	50,00,000
1b	10m to 20m of dia. 150mm	Mtr	1500	2,600	39,00,000
1c	20m to 30m of dia. 150mm	Mtr	500	2,700	13,50,000
2	Taking out 100mm dia & 450mm long undisputed sample of soil from bore holes	Each	2000	200	4,00,000
3	Taking out 100mm dia & 450mm long disturbed sample of soil from bore holes	Each	2000	150	3,00,000
4	Conducting standard penetration test	Each	1000	200	2,00,000
5	Collecting of water sample at req. intervals	Each	1000	200	2,00,000
6	Conducting laboratory test on collected soil samples as per IS Code	Each	1000	200	2,00,000
6a	Moisture Content/Dry Density	Each	1000	200	2,00,000
6b	Atterberg Limit	Each	1000	200	2,00,000
6c	Specific Gravity	Each	1000	200	2,00,000
6d	Grain Size Analysis including hydrometer analysis	Each	1000	200	2,00,000
6e	Direct Shear test	Each	1000	200	2,00,000
6f	Consolidation test	Each	1000	200	2,00,000
6g	Unconfirmed consolidation test	Each	1000	200	2,00,000
6h	Plate load test 60cmX60cm	Each	1000	1,000	10,00,000
6i	Tri axial Test	Each	1000	200	2,00,000
Total					1,41,50,000
Add GST @18%					25,47,000
<b>Total of Schedule-III</b>					<b>1,66,97,000</b>

<b>S.No.</b>	<b>Activities</b>	<b>Amount (In Rs.)</b>
1	Total Cost of Schedule-I (Inception Report & Feasibility Study)	<b>2,65,65,340</b>
2	Total Cost of Schedule-II (DPR)	<b>4,92,37,690</b>
3	Total Cost of Schedule-III (Soil Investigation)	<b>1,66,97,000</b>
	<b>Total</b>	<b>9,25,00,030</b> <b>Say 9.25 Cr.</b>

**Note**

1. **DPR study will be undertaken only after specific approval of HRIDC on the basis of final feasibility report. HRIDC shall have the right to close the contract after feasibility study without any liability on either side and the consultant will have no claim whatsoever on this account.**
2. **Items and their quantity in above Schedule are indicative and will be executed through different work orders as in a zonal contract as per requirement of HRIDC from time to time during the currency of contract. The consultant will have no claim regarding men, material and all other items, whatsoever on this account.**

## OFFER SHEET

I/We offer and agree to execute the work as per specifications, rate, terms and conditions of this tender at the following rates.

Date of opening:- 10.08.2022 at 15.30 hrs.

<input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/>					
Tender Inviting Authority: Haryana Rail Infrastructure Development Corporation Ltd					
Name of Work: Providing consultancy services for feasibility study and preparation of Detailed Project Report (DPR) for various projects in HRIDC					
Contract No: HRIDC/FS/DPR/313/2022					
Name of the Bidder/ Bidding Firm / Company :					
<b>PRICE SCHEDULE</b>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Estimated Rate in Rs. P	Excess/ Less/	PERCENTAGE RATE (%) to be offered by the Bidder	TOTAL AMOUNT With Taxes TOTAL AMOUNT in Words
1	Schedule-I: Inception Report & Feasibility Study	26,635,340	Select		- INR Zero Only
2	Schedule-II: Detailed Project Report	49,237,690.00	Select		- INR Zero Only
3	Schedule-III: Soil Investigation	16,697,000.00	Select		- INR Zero Only
Total in Figures					- INR Zero Only
Quoted Rate in Words		INR Zero Only			

**Note:-**

- 1) **The above image is for reference only. No rates should be quoted in this template.**
- 2) The quoted rates should be inclusive all duties, GST, royalties, cost of maintenance, major/minor repairs, cost of lubricants, fuel, drivers and other taxes etc. for a complete job.
- 3) The financial Schedule is provided in the online e-procurement portal of Haryana Govt.
- 4) Only one single percentage above/below/at par against each schedule for the tender shall be quoted by the tenderer in the financial schedule and any tenderer quoting rates other than percentage shall be summarily rejected.
- 5) ***The rates/ percentage shall not be quoted elsewhere in the tender document uploaded on portal except Financial Bid Packet.***

**Signature of Tenderer/(s)**

Address .....

.....



**PART I**  
**Instructions to Tenderers (ITT)**

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

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

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

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

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

- (a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of

the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

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

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

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

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

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

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

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

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

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

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

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

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

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

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

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

**1.3** Words importing the singular number shall also include the plural and vice versa where the

context requires.

## **CREDENTIALS OF CONTRACTORS**

### **2. Application for Registration and Approved list of contractors:**

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

- (a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

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

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

**2.4** An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerks for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

## **TENDERS FOR WORKS**

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

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

### **5. Bid Security:**

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

<b>Value of the Work</b>	<b>Bid Security</b>
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
  - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
  - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
  - (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
    - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
    - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
    - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \*\*\*\*\* Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**6. Care in Submission of Tenders:**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the

contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**6.1** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

## **CONSIDERATION OF TENDERS**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ RAILWAY  
**TENDER FORM (First Sheet)**

Tender No. \_\_\_\_\_

Name of Work \_\_\_\_\_

To

The President of India

Acting through the \_\_\_\_\_ Railway

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

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

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

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

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

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

Signature of Witnesses:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_



Address of the Tenderer(s)

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**TENDER FORM (Second Sheet)**

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

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Engineer, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

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

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

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

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

**6. Bid Security:**

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

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in

consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to \_\_\_\_\_ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

- (c) If his tender is accepted,
- (ii) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
  - (iii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

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

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

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

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

**10. Eligibility Criteria:**

**10.1 Technical Eligibility Criteria:**

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
  - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

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

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

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

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

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

Note for Item 10.1:

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

considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

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

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

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

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*

4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  \* value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*

13. *In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

#### **11. Tenderer Credentials:**

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.  
  
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
14. **Documents to be Submitted Along with Tender**
- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
- (a) **Sole Proprietorship Firm:**
- (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (b) **HUF:**
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
- (d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
- (e) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) **LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or



in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

**(g) Registered Society & Registered Trust:**

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

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

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

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

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

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

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

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

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

- (a) Should a tenderer
- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
  - ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
  - iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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

## **JOINT VENTURE (JV) IN WORKS TENDERS**

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

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

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

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

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

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

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

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

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

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

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

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

**17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The

Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

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

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

**17.12** Authorized Member - Joint Venture members in the JV MoU shall authorize **Lead** member on behalf of the Joint Venture to deal with the 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.

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

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

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

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

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

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

#### **(a) For Works without composite components**

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

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

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

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

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

*Note for Para 17.15.1:*

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

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

### **17.15.2 Financial Eligibility Criteria**

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

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

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

### **17.15.3 Bid Capacity**

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

## **18. Participation of Partnership Firms in works tenders:**

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

the Indian Partnership Act.

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

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

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

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

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

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

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

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm

without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

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

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

**18.11 Evaluation of eligibility of a partnership firm:**

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

**19.0 Advances to Contractor –**

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

(Signature)  
(Designation)

Signature of Tenderer(s) \_\_\_\_\_ Railway Date \_\_\_\_\_  
Date \_\_\_\_\_



**TENDER FORM (Third Sheet)****Name of Work:** \_\_\_\_\_**BILL OF QUANTITIES****1. Standard Schedule of Rates (SSOR) Items:**

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

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

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

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

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

Dated \_\_\_\_\_

Signature of the Tenderer(s)

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

**AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT No. \_\_\_\_\_ DATED \_\_\_\_\_. ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the President of India acting through the \_\_\_\_\_, \_\_\_\_\_ Railway hereinafter called the "Railway" of the one part and \_\_\_\_\_ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_ for the performance of:

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ \_\_\_\_\_.
- (b) All ordinary repair and maintenance works at any site between kilometer \_\_\_\_\_ and kilometre \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_% above/below the Standard Schedule of Rates (SSOR) of the \_\_\_\_\_ Railway, corrected up to the latest correction slips and Standard Specifications of the \_\_\_\_\_ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Railway \_\_\_\_\_

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

Signature of witnesses with address \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE - III**

**WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO. \_\_\_\_\_, DATED \_\_\_\_\_ UNDER CONTRACT AGREEMENT

NO. \_\_\_\_\_ DATED \_\_\_\_\_.

Name of Work \_\_\_\_\_ (SITE) \_\_\_\_\_

Schedule of Drawings \_\_\_\_\_

Authority \_\_\_\_\_ Allocation \_\_\_\_\_

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

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

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

Divisional Railway Manager/Divisional \_\_\_\_\_ Engineer  
\_\_\_\_\_ Division  
\_\_\_\_\_ Railway

Date \_\_\_\_\_

for President of India

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

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

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor \_\_\_\_\_ (Signature)

Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_

For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ RAILWAY  
**CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

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

Contractor \_\_\_\_\_ (Signature)      Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_ (For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

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

**Witnesses:**

\_\_\_\_\_  
 \_\_\_\_\_

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER  
ALONG WITH THE TENDER DOCUMENTS**

I.....(Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents),  
M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of \_\_\_\_\_ (Railway)\*\* , do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

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

**TENDERER'S CREDENTIALS (BID CAPACITY)****\_\_\_\_\_ RAILWAY**

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

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

Where,

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

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of -
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

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



- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

**(Bid Security)**

Bank Guarantee Bond from any scheduled commercial bank of India

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

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

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

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

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till .....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date .....

Place.....

.....

Bank's Seal and authorized signature(s)  
*[Name in Block letters]* .....

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

*[P/Attorney]* No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]No.*

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

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

**NAME OF BIDDER/JV PARTNER:**

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

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

***SEAL AND SIGNATURE OF THE BIDDER***

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

***(Signature of Chartered Accountant)***

**Name of CA:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

***(Seal)***

**Part II**  
**STANDARD GENERAL CONDITIONS OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

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

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

## **GENERAL OBLIGATIONS**

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

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

the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

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

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

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

### **3.(3) Environmental and Forest clearances:**

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

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

**5. Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

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

**7. Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or



ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

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

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

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

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

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

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

- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.

- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.  
*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

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

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

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

**11. Use of Ballast Trains:** The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall

pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

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

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

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

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

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

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

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

of Contract.

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

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

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

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

**16.(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

**16.(4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

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

- (ii) Irrevocable Bank Guarantee;
  - (iii) Government Securities including State Loan Bonds at 5% below the market value;
  - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vi) Deposit in the Post Office Saving Bank;
  - (vii) Deposit in the National Savings Certificates;
  - (viii) Twelve years National Defence Certificates;
  - (ix) Ten years Defence Deposits;
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

**17. Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate

this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

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

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

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

S.No.	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

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

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such

extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

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

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

**18.(2)** The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

#### **EXECUTION OF WORKS**

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

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

**19.(3) Accepted Programme of Work:** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion



date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.50crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

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

- a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
- details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

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

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

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

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

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

**20.(2) Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment

of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

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

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

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

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

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

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

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

**22.(4) Compliance with Contractor's Request for Details:** The Engineer shall furnish with

reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

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

**23. Working during Night:** The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

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

**25. Sheds, Storehouses and Yards:** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is

requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

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

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

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

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

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

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

**26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

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

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

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

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

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

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

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

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

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

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

**31.(1) Contractor to Supply Water for Works:** Unless otherwise provided in the Contract, the

Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**36.(2)** The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other

than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

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

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

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

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

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

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

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



(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

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

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

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

**.39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

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

**40.(2) Clearance of Site on Completion:** On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site

cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

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

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

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

#### **VARIATIONS IN EXTENT OF CONTRACT**

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

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

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

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

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is

considered unavoidable, then same shall be executed at following rates

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- d. Variation to quantities of Minor Value Item:  
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
  - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
  - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
  - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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

## CLAIMS

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

**43.(2) Signing of "No Claim" Certificate :** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim"

Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### **MEASUREMENTS, CERTIFICATES AND PAYMENTS**

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

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

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

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

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

(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at

the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

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

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

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

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

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

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

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

**(a): Mobilisation Advance –**

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

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

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

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

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

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

**(b): Advance Against Machinery and Equipment –**

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

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

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

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

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

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

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

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

**46A. Price Variation Clause (PVC):**

**46A.1 Applicability:** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores and having completion period above 12 months**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation)

:

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

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

**46A.3 Validity:**

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

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

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

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

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

**(I). For Civil Engineering Works**

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L <sub>c</sub>	15	20	25	15	15	15	20	5	5	10	25
3	Steel	S <sub>c</sub>	0	0	20	0	0	0	0	75	0	50	0
4	Cement	C <sub>c</sub>	0	0	15	0	0	0	0	0	75	0	0
5	Plant Machinery & Spares	PM <sub>c</sub>	35	15	0	20	20	20	30	0	0	10	30
6	Fuel & Lubricants	F <sub>c</sub>	25	15	10	35	35	35	15	5	5	10	20
7	Other materials	M <sub>c</sub>	10	15	15	15	15	15	20	0	0	5	10
8	Detonators & Explosive	E <sub>c</sub>	0	20	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

\* It shall not be considered for any price variation.

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

**1 Earthwork in Formation**

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

1B Item(s) for supply of Steel

1C Item(s) for supply of Cement

**2 Ballast Supply Works**

**3 Tunnelling Works (Without Explosives)**

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

3B Item(s) for supply of Steel

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

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

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

**4 Tunnelling Works (With explosives)**

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

4B Item(s) for supply of Steel

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

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

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

**5 Building Works**

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

5B Item(s) for supply of Steel



- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

**6 Bridges & Protection work**

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection & Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

**7 Permanent Way linking**

**8 Platform, Passenger Amenities**

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

**9 Any Other Works not covered in Classification 1 to 8**

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel
- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

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

- (i) 
$$L = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- (ii) 
$$M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- (iii) 
$$F = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- (iv) 
$$E = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- (v) 
$$PM = \frac{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- (vi) 
$$S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- (vii) 
$$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

**(II) For Railway Electrification Works:**

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

- (ix)  $R = [0.94x(R_T - R_O) / R_O + 0.06x(Z_T - Z_O) / Z_O] \times 85$
- (x)  $N = [(P_T - P_O) / P_O] \times 85$
- (xi)  $I = [(I_T - I_O) / I_O] \times 85$
- (xii)  $G = [(M_Q - M_B) / M_B] \times 85$
- (xiii)  $Er = [(L_Q - L_B) / L_B] \times 85$

*Where,*

- L Amount of price variation in Labour
- M Amount of price variation in Materials
- F Amount of price variation in Fuel
- E Amount of price variation in Explosives
- PM Amount of price variation in Plant, Machinery and Spares
- S Amount of price variation in Steel Supply Item
- C Amount of price variation in Cement Supply Item
- T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
- R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
- N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
- I Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
- G Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
- Er Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
- L<sub>C</sub> % of Labour Component in the item(s)
- M<sub>C</sub> % of Material Component in the item(s)
- F<sub>C</sub> % of Fuel Component in the item(s)
- E<sub>C</sub> % of Explosive Component in the item(s)
- PM<sub>C</sub> % of Plant, Machinery and Spares Component in the item(s)
- S<sub>C</sub> % of Steel Supply item Component in the item(s)
- C<sub>C</sub> % of Cement Supply item Component in the item(s)
- W Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W<sub>S</sub> or/and W<sub>C</sub> or/and W<sub>SF</sub> or/and W<sub>F</sub> or/and W<sub>SFL</sub> or/and W<sub>FL</sub> and cost of materials supplied by Railway either free or at fixed rate,

W <sub>S</sub>	Gross value of work done by Contractor for item(s) of supply of steel.
W <sub>C</sub>	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W <sub>SF</sub>	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W <sub>F</sub>	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W <sub>SFL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W <sub>FL</sub>	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
L <sub>B</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L <sub>Q</sub>	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M <sub>B</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M <sub>Q</sub>	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F <sub>B</sub>	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F <sub>Q</sub>	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E <sub>B</sub>	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E <sub>Q</sub>	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM <sub>B</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM <sub>Q</sub>	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages)

for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.

- S<sub>B</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
- S<sub>Q</sub> The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
- C<sub>B</sub> Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
- C<sub>Q</sub> No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
- R<sub>T</sub> IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
- R<sub>O</sub> IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.
- P<sub>T</sub> IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- P<sub>O</sub> IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z<sub>T</sub> IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z<sub>O</sub> IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I<sub>T</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I<sub>O</sub> RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

### **(III) SIGNALING & TELECOMMUNICATION WORKS:**

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

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

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

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

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

telecommunication works;

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

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

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

$$(i) \quad V_{SIGWK} = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P120C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o];$$

$$(ii) \quad V_{INVSIG} = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POTH \times (OTH_i - OTH_o) / OTH_o];$$

$$(iii) \quad V_{INTGTESTSIG} = 0.85 \text{ INTGTESTSIG} \times [PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o];$$

$$(iv) \quad V_{COMWK} = 0.85 \text{ COMWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P120C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o];$$

$$(v) \quad V_{INVCOM} = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o + POTH \times (OTH_i - OTH_o) / OTH_o]; \text{ and}$$

$$(vi) \quad V_{INTGTESTCOM} = 0.85 \text{ INTGTESTCOM} \times [PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o].$$

Where

$V_{SIGWK}$  = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

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

$V_{INTGTESTSIG}$  = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to

changes in the rates for relevant components as specified in sub-paragraph (h);

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

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

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

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQP<sub>o</sub> = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

CEQP<sub>i</sub> = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX<sub>o</sub> = The WPI for electronics for the month of the Base Month;

ELEX<sub>i</sub> = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C<sub>o</sub> = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C<sub>i</sub> = Price payable per Km as adjusted in accordance with price variation Clause for size

12C x 1.5 sq mm signalling cable

$P12C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S12C$  = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P9C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

$P9C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S9C$  = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P6C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

$P6C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

$S6C$  = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P4C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

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

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

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

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

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

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

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

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

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

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

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

$P2C25_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size

2C x 25 sq mm signalling cable

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

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

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

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

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

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

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

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

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

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

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

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

Works  Component	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	–	***%	***%	–
Communication Equipment (PCEQP)	–	–	–	***%	***%	–
Optical Fibre Cable (POFC)	***%	–	–	***%	–	–
30C x 1.5 sq mm signalling cable(S30C)	***%	–	–	***%	–	–



24C x 1.5 sq mm signalling cable (S24C)	***%	-	-	***%	-	-
19C x 1.5 sq mm signalling cable (S19C)	***%	-	-	***%	-	-
12C x 1.5 sq mm signalling cable (S12C)	***%	-	-	***%	-	-
9C x 1.5 sq mm signalling cable (S9C)	***%	-	-	***%	-	-
6C x 1.5 sq mm signalling cable (S6C)	***%	-	-	***%	-	-
4C x 1.5 sq mm signalling cable (S4C)	***%	-	-	***%	-	-
2C x 1.5 sq mm signalling cable (S2C)	***%	-	-	***%	-	-
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	-	-	***%	-	-
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	-	-	***%	-	-
2C x 25 sq mm signalling cable (S2C25)	***%	-	-	***%	-	-
0.9 mm dia, 6Quad cable (QC)	***%	-	-	***%	-	-
Labour (PLB)	***%	-	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

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

### **FORMULAE FOR SIGNALING & TELECOM CABLE**

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

**For Signalling Copper Cables:**

$$P_i = P_o + CuF (Cu-Cu_o) + CCFcu(CC-CC_o) + FeF (Fe-Fe_o)$$

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

$$P_i = P_o + CuF (Cu-Cu_o) + AlFcu(Al-Al_o) + CCFcu (CC-Cc_o) + FeF (Fe-Fe_o)$$

**For Aluminium Power Cables:**

$$P_i = P_o + AlF (Al-Al_o) + CCFAl(CC-CC_o) + FeF (Fe-Fe_o)$$

Where,

$P_i$  = Price payable per KM as adjusted in accordance with Price variation clause.

Po= Price per KM of cable as per Purchase order.

CuF= Variation factor for Copper

Cuo= Price of copper Rod in Rs. Per MT

CCFCu= Variation factor for PVC Compound for Copper Signalling & Telecom cable

CCo= Price of PVC Compound in Rs. Per MT

AlF= Variation factor for Aluminium

Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

CCFAI = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

**(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1<sup>st</sup> working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)**

Cu= Price of Copper Rod in Rs. Per MT.

Cc= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

**(Prices per MT for Cu, CC, Fe, Al as prevailing on 1<sup>st</sup> working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)**

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

- (i) Size 30 C x 1.5 sq.mm.

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_u) + 0.289(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(v) Size 9C x 1.5 sq.mm

$$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_u) + 0.383(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vi) Size 6Cx 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_u) + 0.329(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu - C_{uo}) + 0.156(CC - CC_o) + 0.3(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(ix) Size 12C x 2.5 sq.mm

$$P12C_{2.5}_i = P12C_{2.5}_o + 0.282(Cu - C_{uo}) + 0.371(CC - CC_o) + 0.342(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(x) Size 2C x 2.5 sq.mm

$$P2C_{2.5}_i = P2C_{2.5}_o + 0.047(Cu - C_{uo}) + 0.139(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C_{25}_i = P2C_{25}_o + 0.146(Al - Al_o) + 0.303(CC - CC_o) + 0.306(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(xii) For Jelly filled, 0.9mm dia, 6 quad cable

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

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

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

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

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

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

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

#### **46A.10 Price Variation during Extended Period of Contract**

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

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

**47. Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion

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

**48.(1) Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

**48.(2) Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**48(3) Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

**49. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

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

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

**50.(2) Cessation of Railway's Liability:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

**50.(3) Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

**51.(1) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**51.(2) Post Payment Audit:** It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

**51-A. Production of Vouchers etc. by the Contractor:**

(i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the

- question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
  - (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

**52. Withholding and Lien in Respect of Sums Claimed:** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

**52-A Lien in Respect of Claims in other Contracts:**

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.

(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

**53. Signature on Receipts for Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

### **LABOUR**

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

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

**54-A. Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

**55. Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed



by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

**55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

**55-A.(1)** The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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

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

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

**55-A.(5)** In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

**55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

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

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any ‘On Account Bill’ or ‘Final Bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security Deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till \_\_\_Month, \_\_\_Year.”

**55-D. Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and Other Construction Workers’ Welfare Cess Act, 1996”:**

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

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

**57. Provision of Workmen’s Compensation Act:** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor’s

bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

**57-A. Provision of Mines Act:** The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

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

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

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

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

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

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

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

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

**59.(6) Treatment of Contractor's Staff in Railway Hospitals:** The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will

be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

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

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

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

**60.(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

**60.(2) Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

**60.(3) Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

**60.(4) Medical Re-Examination of Labourer:** Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

**EXPLANATIONS:**

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule

to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

#### **DETERMINATION OF CONTRACT**

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

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

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

#### **62.(1) Determination of Contract owing to Default of Contractor:**

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on

their behalf in relation to the execution of this or any other contract with this Railway.

(xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.

(xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

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

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

## **SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES**

### **63. Conciliation of Disputes:**

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

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

and binding on the Contractor; provided further that ‘excepted matters’ shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

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

**63.2.1** Any dispute/s if not settled with the Engineer, shall be referred to DAB.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**64.(1) : Demand for Arbitration:**

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

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

**64.(1)(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen

between them, in the format given under Annexure XV of these conditions.

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

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

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

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

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

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

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

**64.(3) : Appointment of Arbitrator:**

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

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

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

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

Railway for the purpose of appointment of arbitrator.

**64.3.(a).iii:** The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

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

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

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

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

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

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

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

of tribunal should be provided to both the parties.

**64.3(c)(iii):** (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

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

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

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

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

**64.(4):** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**64.(5):** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**64. (6):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

**64.(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

**64.(8)** In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08<sup>th</sup> Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

## PART-II ANNEXURES

### ANNEXURE – VII

Reference Para 17B

Registered Acknowledgement Due

#### PROFORMA FOR TIME EXTENSION

No. \_\_\_\_\_

Dated: \_\_\_\_\_

Sub: (i) \_\_\_\_\_ (*name of work*).

(ii) Acceptance letter no. \_\_\_\_\_

(iii) Understanding/Agreement no. \_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK**

\_\_\_\_\_ RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:

*(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).*

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

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**NOTICE FOR PART OF CONTRACT WORK OFFLOADED**

\_\_\_\_\_ **RAILWAY**

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

*Or,*

1. Please refer your request letter no..... dated ....., wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

*(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)*

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. \_\_\_\_\_, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully  
For and on behalf of the President of India



CERTIFICATE OF FITNESS

1. (a) Serial Number \_\_\_\_\_  
(b) Date \_\_\_\_\_
2. Name of person examined \_\_\_\_\_
3. Father's Name: son/daughter of \_\_\_\_\_  
Residing at \_\_\_\_\_
4. Sex \_\_\_\_\_
5. Residence: \_\_\_\_\_

6. Physical fitness
7. Identification marks \_\_\_\_\_
8. Date of birth, if available, and/or certified age \_\_\_\_\_

I certify that I have personally examined (name) \_\_\_\_\_ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is \_\_\_\_\_ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :
  - (a) Refusal to grant certificate, or \_\_\_\_\_
  - (b) Revoking the certificate \_\_\_\_\_

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

**Note:** In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

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

\_\_\_\_\_ **RAILWAY**

(Without Prejudice)

To

M/s \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK**

\_\_\_\_\_ **RAILWAY**

(Without Prejudice)

To

M/s \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**PROFORMA OF TERMINATION NOTICE**

\_\_\_\_\_ **RAILWAY**

(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Registered Acknowledgement Due

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

\_\_\_\_\_ RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to .....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

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

\_\_\_\_\_ **RAILWAY**

(Without Prejudice)

No. \_\_\_\_\_

Dated \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**FINAL SUPPLEMENTARY AGREEMENT**

1. Articles of agreement made this day \_\_\_\_\_ in the year \_\_\_\_\_ between the President of India, acting through the \_\_\_\_\_ Railway Administration having his office at \_\_\_\_\_ herein after called the Railway of the one part and \_\_\_\_\_ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number \_\_\_\_\_ dated \_\_\_\_\_ for the performance \_\_\_\_\_ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on \_\_\_\_\_ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ including the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ of value \_\_\_\_\_ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through the Final Bill bearing voucher No. \_\_\_\_\_ dated \_\_\_\_\_ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

**Or**

*And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).*

*And whereas the party hereto of the second part have received sum of ₹ \_\_\_\_\_ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No..... and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

*Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per*

*price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.*

*(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)*

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_



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

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

Brief of claim:

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

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

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

Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_

**Agreement under Section 31(5)**

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

Signature of Claimant\_\_\_\_\_ Signature of Respondent \_\_\_\_\_

\*Strike out whichever not applicable.

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

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. \_\_\_\_\_ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

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

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

Or

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

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

Or

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