

SOUTH WESTERN RAILWAY

Name of work :

Whitefield to Kolar New BG line - Fixing of boundary stones between Whitefield and Kolar stations on both sides of proposed BG alignment and supply of man power required for the project works

Name of the Tenderer/Contractor:-

I. SCOPE OF WORK

This tender is for : Whitefield to Kolar New BG line - Fixing of boundary stones between Whitefield and Kolar stations on both sides of proposed BG alignment and supply of man power required for the project works.

II. This Tender consists of the following documents:-

(1) Tender Notice No. **CAO/CN/BNC/050/11 dated 10/11/2011**

(2) Regulation for Tender document - Reg-TD11R (Pg 9-31)

(3) Additional Instruction to Tenderer - AIT-11R (Pg 32-38)

(4) Special Conditions of Contract - SCC-11R (Pg 39-70)

(5) Schedule consists of 04 pages (Pg 71-74)

(a) Schedule "E" :- Items of works that are NOT covered by South Western Railway Schedule of Rates consists of Misc. Civil works items . The Tenderer/Contractor has to quote individual item-wise rates. No fraction of rate is permitted.

III. Approximate value : **Rs.51,29,120/-**

IV. Security Deposit(Approximate) : **Rs.2,56,460/-**(a) EMD will be adjusted towards Security Deposit and the balance amount will be recovered at the rate of 10% of the bill amount of the running bills till the full Security Deposit is recovered.

b) The successful bidder should give a performance Guarantee within 30 days of issue of Letter of Acceptance in the form of an irrevocable Bank Guarantee amounting to 5% of the contract value.(For further details please seen para No.4.3 of SCC-11R)

V. Earnest Money Deposit : **Rs.1,02,580/-**

VI. Completion period : **06 months**

VII. Maintenance period : **03 months**

VIII. Validity of Tender : **90 days**

IX. Tender Form Cost : **Rs.5,675/-**

X. Last date for submission of Tender Document: Upto 11.00 hrs on **16/12/2011**

OPEN TENDER NOTICE NO.CAO/CN/BNC/050/11 DATED 10/11/2011

Separate Sealed Tenders are invited by Chief Administrative Officer, Construction, South Western Railway, No.18, Miller's Road Bangalore - 560 046, on behalf of the President of India for the under mentioned works.

Tend. Sch. Ref.	Description of Work	Approx. value(in Rupees)	Earnest Money Rs. (EMD)	Date of Opening	Period of comp- letion	Cost of form (in Rs.)
050/07	Whitefield to Kolar	51,29,120	102580	16/12/2011	6 Months	5675
WFD-KQZ/01	New BG line - Fixing of boundary stones between Whitefield and Kolar stations on both sides of proposed BG alignment and supply of man power required for the project works					

** Extra Rs.500/- Per set to be paid incase of Postal Delivery of Tender Document.

1. Tenderers can down load the tender document from the web site "www.tenders.gov.in / www.swr.indianrailways.gov.in". Those tenderers, who are participating in the tender with down loaded copy, shall enclose a separate crossed Demand Draft towards cost of the tender form, in favour of Financial Advisor and Chief Accounts Officer, Construction, South Western Railway, Bangalore-46, **without which the tender is liable to be rejected.**

2. Tender documents (non-transferable) will also be issued from the Office of the Chief Administrative Officer (Construction), South Western Railway, No.18 Millers Road, Bangalore-560 046, between 10:30 hours to 17:00 hours on any working day (from 3 days after tender notification) on receipt of written request for the same accompanied by Cash Receipt for having deposited cost of the Tender document with the Divisional Cashier/Construction, or with any Station Master of South Western Railway.

3. Last date for issue of tender forms in person will be upto 16-00 hrs. on the previous working day of the date of opening of the tender. In case tenderers wish to receive the Tender Document by post/courier, they should send their written request accompanied by cash receipt for having deposited the cost of tender document with additional courier charges of Rs.500/-. The request for Tender Document must reach this office at least a minimum of 5 working days in advance of the date of opening of the tender excluding holidays. However Railway Administration does not take any responsibility for delay/non receipt of the tender document by the tenderer due to failure of courier/postal service or time taken in transit.

NOTE:

(1) TENDER BOX WILL BE AVAILABLE FOR DROPPING TENDERS THREE WORKING DAYS BEFORE THE DATE OF OPENING OF TENDER AND UPTO 11-00 HRS. ON THE DATE OF OPENING OF TENDERS IN THE OFFICE OF CHIEF ADMINISTRATIVE OFFICER, CONSTRUCTION, BANGALORE, CHIEF ENGINEER/CONSTRUCTION OFFICE AT HUBLI AND DEPUTY CHIEF ENGINEER OFFICE/CONSTRUCTION AT MYSORE, YADAVAGIRI.

(2) TENDER BOX WILL BE AVAILABLE FOR DROPPING TENDERS ONE WORKING DAY BEFORE THE DATE OF OPENING OF TENDER AND UPTO 11-00 HOURS ON THE DATE OF OPENING OF TENDERS AT OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER, CONSTRUCTION SOUTHERN RAILWAY, MADRAS EGMORE.

The Railway does not own any responsibility for any alteration/omission in the contents of tender document while downloading from the web site or otherwise. No claims on this account will be entertained. The Administration will also not own any responsibility if the web site is not opened for downloading the tender document due to any technical snag in the server of the web site.

4. The Tender documents for the above works will be received and opened simultaneously in the Office of the Chief Administrative Officer (Construction), South Western Railway, Bangalore Cantonment-560046 and Chief Engineer (Construction), South Western Railway, Hubli-580023 and Deputy Chief Engineer (Construction), South Western Railway, Yadavagiri, Mysore-570020 and Office of the Chief Administrative Officer, Construction, Southern Railway, Madras Egmore, on the same date and timings. Tender documents duly filled in will be received upto 11-00 hours on the date of opening and will be opened on the same day at 11-30 hours. Tenders can also be accepted by post if received before expiry of time of receipt of tender document. However, Railway will not own any responsibility for delay in postal transit. After the opening of the tender the rates will be read out openly in the presence of Tenderers or their authorised representatives present at the time of opening of the tender. **Any tender received in person/By post after 11-00 hrs. will not be opened and such tenders will not be considered for evaluation purpose.**

5. If the opening date happens to be a holiday, the tenders will be received and opened on the next working day at the same time. However, there will not be any change in last date of issue of tender document on this account.

6. Railway reserves the right to summarily reject the late/delayed tender offers received through Post/person after the time of closing of receipt of tender document.

7.(a) The Earnest Money should be in cash or in the form of deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalised banks or by a Reserve Bank approved scheduled banks.

7(b) The EMD amount to be deposited along with the tender form should be in favour of Financial Advisor and Chief Accounts Officer, Construction, South Western Railway, 18, Millers Road, Bangalore-560046 payable at Bangalore. In case FDR issued is in favour of tenderer" in whose name "tender document" is issued, the FDR may have to be pledged in favour of Financial Adviser and Chief Accounts Officer, Construction, South Western Railway, Bangalore-560046. If the FDR is not in favour of Financial Adviser and Chief Accounts Officer, Construction, South Western Railway, Bangalore- 560046 or not pledged as detailed above, the tender submitted will be termed as invalid tender. FDR submitted should not be in favour other than "person/firms" in whose name tender form is issued. EMD in the form of Bank Guarantee is not acceptable and tender document submitted along with Bank Guarantee as EMD will be treated as invalid tender. **Offers received without valid EMD shall be summarily rejected.**

8. Railway reserves the right to cancel the tender without assigning any reason there to.

9. Tenders can be submitted in the name of individual / partnership firm / joint venture / consortium / MOU etc., as per the stipulations given in the Additional Instruction to Tenderers in tender document.

10. **ELIGIBILITY CRITERIA FOR WORKS COSTING ABOVE RS.50.00 LAKHS**

Tenderers should satisfy the following Eligibility Criteria.

10.1 Should have physically completed within qualifying period i.e., the last three financial years and current financial year	Atleast one similar nature of work for a minimum value of 35% of the Advertised tender value. The experience certificate is to be attached to the Tender document as per proforma enclosed.
10.2 Total contract amount received during the last 3 financial years and in the current financial year	Should be a minimum of 150% of the Advertised tender value. The certificate (attested) from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., is to be enclosed along with the tender documents.

NOTES:

- 1) For evaluating tenderers' eligibility with regard to his financial capability, the Railways will examine the overall financial soundness of the tenderers based upon the volume of work handled, turnover, balance sheet, IT returns etc., Hence tenderers shall submit relevant details of previous work done, turnover, balance sheet etc., to evaluate the financial soundness of the tenderer.
- 2) For evaluating tenderer's eligibility with regard to work experience, he shall furnish relevant certificates and details of the physically completed work. The certificate of experience shall be in the proforma shown as INST-1 in the tender. The total value of similar nature of works completed during the qualifying period, in terms of the Final bill amount, and not the payments received within qualifying period alone, will be considered. In case, final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions (i.e., last CC bill amount) will be considered. However, if the final measurements have been recorded and work has been completed but variation has not been sanctioned, original agreement value or last sanctioned agreement value or the last CC bill amount, whichever is lower, will be considered for judging eligibility.
- 3) In case of completed composite works involving the specific work/s called for in this tender, even separate completed work/s of required value will be considered for evaluating the eligibility criteria as specified.

11(a). In support of eligibility condition No. 10.2 and note(1) above, the tenderer shall submit attested copy of certificate from the employer/client or audited balance sheet certified by the Chartered Accountant or attested copy of ITCC. The contractual amount shown in the ITCC certificates for the years prior to three years apart from current year will not be taken into account while calculating total contract amounts received by the tenderer.

11(b). The certificate to satisfy similar work covered in para 10.1 and note(2) above should be signed by an officer not lower than Jr. Administrative grade or equivalent grade in the Govt. of India/State Government/ PSUs/Government Universities Tenderer shall enclose attested certificate copies along with the tender.

12(a). For the items in the Tender Notice, the following are considered as similar works for the purpose of eligibility criteria at 10.1 above.

Item No:W.496/WFD-KQZ/01	Similar work:	Any Civil Engineering work
--------------------------	---------------	----------------------------

12(b). List of composite works :- N I L

13. For work costing less than Rs.50.00 lakhs, tenderer should be financially sound and capable of carrying out such works.

14. Attention to tenderers:

- a) Post tender correspondence will not normally be entertained.
- b) Certificate from private firms/individuals is not acceptable and such certificates will not be considered.
- c) The responsibility of submitting the correct documents lies with the tenderers. In case, the documents are found manipulated/forged, the offers of such tenderers will not be considered and such tenderers are liable to be debarred to participate for future works duly forfeiting of Earnest Money and the tenderer/Contractor shall have no claims whatsoever in this regard.
- d) If requisite documents in support of eligibility conditions as stated above are not submitted along with the tender, the offer submitted is liable to be rejected. The decision of the Railway is final and the tenderer shall have no claims whatsoever in this regard.
- e) The decision of the Railway regarding the corrections/suitability of the certificates is final and the tenderer shall not have any claim whatsoever in this regard.

**LOOK IN FOR MORE DETAILS IN www.swr.indianrailways.gov.in/
www.tenders.gov.in**

CHECK LIST OF DOCUMENTS WITH TENDER

TENDER REFERENCE NO:

Name & Address of the tenderer:

PAN No:

Type of Account and Account No:

IFSC Code of the Bank:

Photocopy of a blank cheque:

Sl No	Details	Yes/No	Furnished details refernce by tenderer/firm.
1	Whether Earnest Money is deposited (indicate the mode of deposit) (Mandatory)		
2	Whether the cost of tender form is enclosed (indicate the mode of cost enclosed) (Mandatory)		
3	Whether documents/attested copies of certificates in support of having executed single similar nature of work prescribed in the tender for the last 3 years enclosed (if so, indicate the period & folio Nos) (Mandatory)		
4	Whether documents/attested copies of certificates in support of the receipt of contractual payments obtained from employer/clients and audited balance sheet duly certified by CA as prescribed in the tender for the last 3 years enclosed (if so, indicate the period & folio Nos) (Mandatory)		
5	Whether ballast test certificate has been enclosed for tenders having ballast supply item. Details of test certificates enclosed may be furnished. (Mandatory)		
6	Whether the tenderer/ authorized persons of the firm signed the tender documents in all the pages (Mandatory)		
7	Whether details of works presently in hand filled in (Mandatory)		
8	Whether the rates are quoted in words and figures for all items and tallied		
9	Over writings if any in quoted rates / other details furnished are attested		
10	Whether the form of Bank Guarantee is noted		
11	If applicable, whether the JV MOU / Regd JV particulars in the prescribed proforma submitted.		
12	Whether all the JV partners gave certification with regard to their being not balck listed. (If so indicate the page reference of tender document)		
13	Whether the test reports specified in the tender documents /other specimens prescribed have been submitted. If so give details of the same		
14	Whether the name and address of the tenderer/ firm has been clearly written in the tender document at specified places		
15	Whether any rebate has been given by the tenderer/ firm in any of the items/ Schedule of items.If so , indicate the same with folio /page reference.		
16	Whether details of work completed filled in		
17	Whether details of contractual payments received filled in		
18	Whether details of staff proposed to be deployed for the instant work filled in		
19	List of Engineers/personnel with the firm proposed to be deployed for the instant work		
20	List of Equipment and machinery available with the firm proposed to be deployed for the instant work		

Note: Check list is only for guidance. The tenderer shall go through the contents of tender document fully and ensure that all the relevant documents are filled and submitted along with tender.

Signature of the tenderer

**INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS
DOWNLOADED FROM INTERNET**

- 1.0 The tender document is to be downloaded from the internet and **printout** is to be taken on **A4 size paper** and details are to be entered by the tenderer at the various locations in the document. It is advisable that the down loaded tender document is printed through laser printer only. **Submission of Xerox or photocopy of tender document is prohibited.**
- 2.0 The tender document (in full) downloaded along with the various documents required as per the tender conditions should be submitted in a sealed cover duly super-scribing the name of the work, tender notice No. and date, fact about submission of tender downloaded from the internet etc and the same should be dropped in the tender box kept in the Office of the Chief Administrative Officer, Construction, South Western Railway, No.18, Millers Road, **Bangalore Cantonment** – 560 046 or Deputy Chief Engineer, Construction, South Western Railway, **Hubli**, Office of the Deputy Chief Engineer, **Mysore**, Office of the Chief Administrative Officer, Const, Egmore, **Chennai** before the date and time stipulated in the tender document. All the instructions / conditions applicable to tender documents / forms purchased from the Office directly will also apply to the tender documents downloaded from the internet.
- 3.0 The cost of tender document or tender form as indicated in the tender document will have to be deposited by the tenderer in the form of Cash, deposit receipts, pay orders or demand drafts executed by the SBI or any of the Nationalised banks or by a RBI approved schedule Bank, payable in favour of Financial Adviser and Chief Accounts Officer, Construction, South Western Railway, Bangalore Cantonment– 560 046 along with the tender document and the original receipt should be enclosed along with the tender. A single demand draft for the cost of tender document / form and Earnest Money Deposit will not be accepted. **Tender not accompanied by the receipt for cost of tender document / form will summarily be rejected.**
- 4.0 The earnest money deposit required for this tender as stipulated in the tender document should also be submitted separately.
- 5.0 Tenderers are advised to download the tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the tenderer to check for any corrections or any modifications or amendments published subsequently in Website / News papers and the same shall be taken into account while submitting the tender. Tenderer shall down load corrigendum/s (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by the published corrigendum/s is liable to be rejected. The Railway will not be responsible for any postal delays and delay in downloading of tender document from the Internet.
- 6.0 The tenderer may please note that the rate for items should be written in figures and in words by black or blue ball ink only. Each page of tender document should be signed by the tenderers.
- 7.0 Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office of Chief Administrative Officer / Construction / South Western Railway / Bangalore-560046. Tenderers shall note that after award of work, an agreement will be drawn, which shall be executed by the successful tenderer and this agreement will be prepared based on the master copy of tender document available in the above mentioned office only and not based on the tender document submitted by the tenderer.
- 8.0 In case of any discrepancy between the tender document downloaded from the internet and the Master Copy, the latter shall prevail and will be binding on the tenderer. No claim on this account will be entertained.

9.0 If any change / addition / deletion / correction / alteration is made in the tender document by the Tenderer / Contractor, the tender will be summarily rejected and the tenderer shall have no claim in this regard. If any such change / addition / deletion / correction / alteration is detected at any stage even after the award of the tender, the tenderer's full earnest money deposit / Performance Guarantee Deposit / Security deposit will be forfeited and the contract will be terminated. The tenderer is also liable to be banned from doing business with Railways and / or prosecuted.

10.0 The following declaration should be given by the tenderer while submitting the tender:

I / We have downloaded the tender form from the internet site www.swr.indianrailways.gov.in / www.tenders.gov.in and I/We have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified at any time / stage, I / We understand that my / our tender will be summarily rejected and full earnest money deposit / Performance Guarantee deposit / Security deposit will be forfeited, my / our contract will be terminated at my / our risk and cost with all implications and I / We am / are liable to be banned from doing business with Railways and / or prosecuted. I / We also declare that I / We shall have no claims whatsoever in this regard.

I / We are submitting a deposit receipt / Pay Order / demand draft no. _____ dated _____ issued by _____ for Rs. _____ towards the cost of tender form.

Date:



Signature of tenderer
Address:

SOUTH WESTERN RAILWAY

WORKS CONTRACT

Regulations for Tenders and Contracts

Conditions of Tender

Tender Agreement Form

Item No. / Tender Notice No. **CAO/CN/BNC/** /11 Dated / /2011

1. Name of the Tenderer to whom the Tender form is issued.

2. Address

.....

.....

3. Serial No. assigned to the Tender Form

4. Date of sale/Downloaded

5. Signature of the upper subordinate

(Name in Block Capitals)

NOTE: (1) The transfer of tender form purchased by one Tenderer to another is not permissible.

(2) The tender forms are required to be submitted intact together with conditions to tender, acceptance form etc., as at the time of sale, without any pages being removed. Failure to comply with this will render the tender liable to be rejected.

DATE OF CLOSING : **16/12/2011 AT 11-00 Hours**DATE OF OPENING : **16/12/2011 AT 11-30 Hours**E.M.D : **Rs.1,02,580/-**

South Western Railway

REGULATIONS FOR TENDERS AND CONTRACTS
AND INSTRUCTIONS TO TENDERERS AND CONDITIONS FOR TENDER

SL. NO.	CONTENTS	PARA	PAGE
1.	Definitions	1	2
2.	Singular and Plural	2	3
3.	Interpretation	3	3
4.	Tenders	4.1	3
4.1	Application for Registration	4	3
5.	Tender Forms	5	4
6.	Omissions and Discrepancies	6	4
7.	Earnest Money	7	4
8.	Care in Submission of Tenders	8	6
9.	Right of Railway to deal with Tenders	9	6
10.	Execution of Contract Documents	10	6
11.	Form of Contract Documents	11	7
12.	Form of Quotation	12	7
13.	Documents of this Tender	13	7
14.	Drawings for this Work	14	7
15.	Currency for this Work	17	8
16.	Earnest Money for this Tender	18	8
17.	Right to deal with this Tender	19	8
18.	Income-Tax Clearance Certificate	22	8
19.	Tenderer's Credentials	23	9
20.	Submission of Tender	25	9
21.	Execution of Contract Documents	27	9
22.	Partnership deeds, Power of Attorney etc	28	9
23.	Employment / Partnership etc. of Retired Rly., Employees	30	9
	ANNEXURES :		
(i)	Tender Form	Annexure – I	11
(ii)	Form for Schedule of Quantities and Rates	Annexure – I (A)	12
(iii)	Form for Reporting of Employment	Annexure – I (B)	13
(iv)	Form for Letter of Acceptance	Annexure – II	14
(v)	Form for Zone Agreement	Annexure – III	15-16
(vi)	Form for Work Order under Zone Contract	Annexure – III(A)	17-18
(vii)	Form for Works Contract Agreement	Annexure – IV	19-20
(viii)	Proforma for Memorandum of Understanding for JV Agreement.	Annexure – V	21-25

SOUTH WESTERN RAILWAY

REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERERS AND

CONDITIONS OF TENDER

**(For the Guidance of Engineers and Contractors FOR
Engineering Works UNDER WORKS CONTRACTS)**

MEANING OF TERMS

1. Definitions: In these Regulations for Tenders and Contracts, 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 South Western 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 for the general superintendence and control of the South Western Railway and shall also include the General Manager (Construction), South Western Railway 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 the South Western Railway and shall also include the Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer and Chief Electrical Engineer (Construction) 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 South Western Railway and shall mean and include the Divisional Railway Manager of the Successor Railway. Divisional Railway Manager (Works) shall be the Officer in charge of the Engineering Department on the Division and similar is for S & T, Electrical etc., for the concerned department.
 - e. "Engineer" shall mean the Divisional Engineer, South Western Railway or the Executive Engineer, South Western Railway, and shall mean and include the Divisional Signal and Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Construction), Divisional Electrical Engineer and Divisional Electrical Engineer (Construction) in executive charge of the works and shall include the superior officers of the Engineering, Signal & Telecommunication, and Electrical Department of the South Western Railway i.e., the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Principal Chief Engineer, Deputy Chief Engineer (Construction)/Chief Engineer (Construction)/ Chief Administrative Officer (Construction), Senior Divisional Signal and Telecommunication Engineer/Deputy Chief Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer, Deputy Chief Signal & Telecommunication Engineer (Construction)/ Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer, Deputy Chief Electrical Engineer (Construction)/Chief Electrical Engineer (Construction)and other superior Officers of the concerned department of the South Western Railway and shall mean and include the Engineers of the Successor Railway.
 - f. "Tenderer" shall mean the person/the firm/co-operative society 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 personal representatives, successors and permitted assigns.

- g. "Contractor" shall mean the person/firm/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 or Work Order, the accepted schedule of rates or the printed Schedule of Rates of the Railway modified by the tender percentage for items of works quantified or not quantified, the General Conditions of Contract, the Special Conditions of Contract if any, the drawings, the specifications, the special specifications if any, schedule of quantities, Manuals and instructions if any and Tender Forms if any, all in complete known as "Contract Documents".
- i. "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- j. "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice and publicity.
- k. "Works" shall mean the works to be executed in accordance with the contract.
- l. "Specifications" shall mean the South Western Railway's Specifications for Materials and Works, 2008, issued under the authority of the Chief Engineer from time to time or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms or as modified from time to time.
- m. "Schedule of Rates of the South Western Railway" shall mean the South Western Railway Engineering Departments' Schedule of Rates, 2008 issued under the authority of the Chief Engineer from time to time or as amplified, added to or superseded from time to time.
- n. "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
2. **Singular or Plural:** Words importing the singular number shall also include the plural and vice versa where the context requires.
3. **Interpretation:** These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or super sessions by special conditions of contract and/or drawings, manuals, specifications and/or special specifications, if any, annexed to the Tender Forms.
4. **Tenders:** 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. Open tenders shall be called in open and public manner duly giving adequate publicity and notice. List of approved Contractors shall also be maintained in the Railway. The said list shall be revised periodically, once in a year or so, by giving wide publicity through advertisements etc.

Tenders for Works

5. **Tender Forms:** Tender Forms will embody the contents of the Contract Documents either directly or by reference. **All pages of the Tender Forms, as per specimen form at Annexure I and I(A) and I(B) and all other Annexure, including the 'Regulations and Instructions', shall be signed by the Tenderer clearly in acceptance of the same while submitting the tender.** No alterations/corrections/modifications of the Tender Forms is admissible. Tenders with such altered/corrected/modified Tender Forms will be rejected by the Chief Engineer/Chief Engineer(Construction)/Divisional Railway Manager/Engineer. The tender documents shall be witnessed by two individuals of appropriate stature.

6. **Omissions and Discrepancies:** Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all Tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.
7. **Earnest Money:**
- a. **The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. This earnest money shall be applicable for all modes of tendering.**
- b. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part and 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 Earnest Money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause - 16 of the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as hereinbefore 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.
8. **Care in Submission of Tenders:**
- a) 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 General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- b) When work is tendered for by a firm or company of Contractors, 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, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
9. **Right of Railway to deal with Tenders:** The Railway reserves the right of not to invite tenders for any of the 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.

Contract Documents

10. **Execution of Contract Documents:** The Tenderer whose tender is accepted shall be required to appear in person at the office of the Chief Administrative Officer (Construction)/Chief Engineer or the concerned Engineer, as the case may be, or in case of a firm or corporation, a duly authorized representative shall so appear and execute the Contract Documents within 7 (seven) days after notice that the contract is ready for execution. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies available to the Railway.

10.1 In the event of any Tenderer whose tender is accepted refusing to execute the Contract Documents as hereinbefore provided, 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 Earnest Money and also to recover the damages for such default.

11. **Form of Contract Documents:** Every contract shall be complete in respect of the document it shall so constitute. The Contract Documents shall include all or any of the documents listed in the definition for 'Contract' updated to the date of issue of tender notice for the work. It should be understood that every endeavour has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims on account thereof. Not less than 3 (three) copies of the Contract Documents, shall be signed by the competent authority and the Contractor and one copy given to the Contractor.

a) For Zone or Zonal contracts, awarded on the basis of the percentage at par or above or below the Schedule of Rates of the Engineering Department and/or other departments of the South Western Railway 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 at Annexure III or as may be prescribed by the Railway. During the currency of the Zone contract, Work Orders as per specimen form at Annexure III(A), for works not exceeding Rs. 2,00,000/- each, or so as specified by the Railway, will be issued by the Engineer under the agreement for the Zone Contract.

b) For contracts for specific works, the contract agreement required to be executed by the Tenderer whose tender is accepted shall be as per specimen form at Annexure IV or so as may be prescribed by the Railway.

12. **Form of quotation:**

a) The tender shall be submitted in the prescribed form annexed hereto at Annexure I, I(A), I(B) and other relevant Annexures, quoting a percentage above or below or at par the rates shown in the printed Schedule of Rates, 2008, of the Engineering Department of the South Western Railway, as corrected by and upto latest Correction Slip of and lump sum rates for the items given in other Schedules in the tender. The quotations will be subject to the general and special instructions contained in the Schedule of Rates, and the other documents of the Contract Documents attached to the tender to which the Tenderers' special attention is drawn. The percentage and rates quoted must be clearly written in figures and words and the percentage quoted shall apply to all items in all the Chapters of the Schedule of Rates. The percentage/rates quoted must be firm, precise and unconditional and to be quoted as per note indicated at the end of each schedule.

b) If any item is excluded by the Tenderer while submitting his tender, the Engineer may reject the tender.

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

13. The following documents form part of this Tender/Contract:

a) Tender Forms and Schedule of approximate quantities (including all annexures) (enclosed)

b) Special Conditions / Specifications and Special Specifications (enclosed)

c) Printed General Conditions of Contract and Specifications for Materials and Works of Railway, as amended / corrected upto Correction Slips upto-date, copies of which can be seen in the office of the Chief Administrative Officer (Construction) / Chief Engineer (Construction) or obtained from the office of the Chief Administrative Officer /Chief Engineer (Construction).....of South Western Railway,.....on payment of Rs.....& Rs.....per copy respectively.

- d) Printed Schedule of Rates as amended / corrected upto Correction Slips upto-date, copies of which can be seen/obtained in/from the office of the above on payment of Rs.....per copy.
- e) All general and detailed drawings pertaining to the work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications
14. **Drawings for this work:** The Drawings for the work can be seen in the office of the Chief Engineer(Construction)//Engineer at any time during the office hours. The drawings are only for the guidance of Tenderer. Detailed working drawings, (if required), based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.
15. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not also guarantee work under each item of the schedule.
16. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer in his entries must be attested by him.
17. **Right of the Railway to deal with this Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer shall demand any explanation for the cause of rejection of his tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
18. If the Tenderer deliberately gives wrong information / shows credentials / documents in his / their tender and thereby create(s) circumstances for acceptance of his / their tender, Railway reserves the right to reject such tender at any stage and forfeit the Earnest money besides suspending the business for a minimum period of one year.
19. If the Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
20. **Tenderer's Credentials:** Documents testifying the Tenderer's credentials as required by Railway in tender conditions should be produced along with the tender when desired by the competent authority of the Railway.
21. Non-compliance with any of the conditions set forth hereinabove is liable to result in the tender being rejected.
22. **Partnership deeds, Power of Attorney etc.:** The Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern/Joint venture etc., If the tender is submitted on behalf of a Partnership Concern he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

23. The Tenderer, whether **sole proprietor, a Limited Company, a Partnership Concern /Joint venture** etc., if they want to act through an agent or individual partner, should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the "No Claim Certificate" and refer all or any disputes to arbitration.

(.....)
Signature of the Tenderer(s)

Place:
Date:

Name:
Address:

Signature and addresses of the witnesses to the signature of the Tenderer (s) :

- 1.
- 2.



SOUTH WESTERN RAILWAY

Name of work:..... Tender Notice No:.....Item No:.....

FORM FOR SCHEDULE OF QUANTITIES AND RATES

Sl. No.	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates In Figures and In words RS. P.	Amount In Figures and In words RS. P.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1. The quantities shown in the above schedule are approximate and are as a guide to give the Tenderer(s) an idea of the 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.
2. I/We undertake to do the work at.....% above/below or at par the Schedule of Rates,2008, of the South Western Railway (as corrected/amended by up-to-date) as applicable to Sr.DEN/DEN/.....,Division or at the rates quoted above for each item.
3. Suitable schedules for BSR and other items shall be used.

Place:

Date:

.....
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. Separate schedules shall be used for separately identifiable group of works/items. Each page of the schedule should be signed by the Tenderer with name, date and place.

Signature & ADDRESS of the witnesses to the signature of the tenderer(s)

1.SIGNATURE:.....DATE:.....NAME:.....
ADDRESS:.....

2.SIGNATURE:.....DATE:.....NAME:.....
ADDRESS:.....

ANNEXURE-I B

FORM FOR REPORTING OF EMPLOYMENT

(Proforma to be filled in and signed by the Tenderer and submitted along with the tender
(strike out whichever is not applicable)

The undersigned -

- (a) is a retired Gazetted officer holding prior to retirement a pensionable / non-pensionable post in the Engineering Department of theRailway.
- (b) is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid.
- (c) is an incorporated company having any such retired Engineer or retired Gazetted officer as aforesaid, as one of its directors.
- (d) is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
- (e) has no such retired Engineer or retired Gazetted officer so associated with me as stated above.

2. If falling under any of the above categories (a) to (d) , particulars of the officer may be furnished hereunder:

- (i) Post held before retirement
- (ii) Date of retirement
- (III)
- (IV) If not retired at least two years prior to date of submission of tender

state whether permission for taking such contracts has been obtained
from the President of India or any officer duly authorized in this behalf.

3. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder---

- (i) Name
- (ii) Designation
- (iii) Relationship

Signature of Tenderer(s)

NAME.....
ADDRESS.....

LETTER OF ACCEPTANCE

South Western Railway

FORM FOR ACCEPTANCE OF TENDER

(This is only for guidance. The issuing authority will decide the format and contents based complete Contract Documents)

No.W.....

Shri./ M/ s.....

.....

.....

SIR(S),

Name of Work:...../.....

Tender notice No:.....Item No:.....

I ACCEPT THE TENDER OFFERED BY YOU FOR THE ABOVE WORK AND AGREE TO PAY THE RATES AS PER THE SOUTH WESTERN RAILWAY ENGINEERING DEPARTMENT SCHEDULE OF RATES, 2008, AS CORRECTED BY AND UPTO CORRECTION SLIP NO.....OF, AT THE RATES AT PAR/ENHANCED/DIMINISHED BY.....PER CENT IN RESPECT OF SCHEDULE 'A' (ITEMS COVERED BY THE SCHEDULE OF RATES,2008) AND AT THE RATES AS ENTERED IN THE SCHEDULE(S)(ITEMS NOT COVERED BY THE SCHEDULE OF RATES, 2008) AND LUMP SUM RATES FOR THE ITEMS GIVEN IN SCHEDULE(S).....

THE AGREEMENT FOR THE CONTRACT FOR THE ABOVE WORK SHALL BE SIGNED BY YOU WITHIN 7 DAYS OF RECEIPT OF THIS LETTER, WHICH IS DISPATCHED BY REGISTERED POST ACKNOWLEDGEMENT DUE. THIS LETTER OF ACCEPTANCE FORMS PART OF THE CONTRACT DOCUMENTS GOVERNING THIS CONTRACT.

PLEASE ACKNOWLEDGE RECEIPT OF THIS LETTER.

...../Chief Engineer/Chief Engineer (Construction) /

Divisional Railway Manager/Works/...../Engineer.....,

(ON BEHALF OF THE PRESIDENT OF INDIA)

Place:

date:

Witnesses:

1 Signature..... Date:..... Name: Address:.....

2Signature..... Date:Name: Address:.....

.....

SOUTH WESTERN RAILWAY

FORM FOR AGREEMENT FOR ZONE(ZONAL) CONTRACT

CONTRACT(zonal) AGREEMENT No..... dated.....

1. ARTICLES OF AGREEMENT MADE THIS DAY OF OF 20.....BETWEEN THE “PRESIDENT OF INDIA” ACTING THROUGH THE..... OF SOUTH WESTERN RAILWAY, HEREIN AFTER CALLED THE “RAILWAY” OF THE ONE PART AND HEREINAFTER CALLED THE “CONTRACTOR” OF THE OTHER PART.

2. 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 AND

(B)ALL ORDINARY REPAIR AND MAINTENANCE WORKS;

SUBJECT TO THE CONTRACT VALUE OF EACH SUCH WORK NOT EXCEEDING TO RS.2,00,000/-

AND WHEREAS THE CONTRACTOR HAS AGREED TO CARRY OUT THE WORKS AT ANY SITE IN ZONEAS DETAILED IN THE SOUTH WESTERN RAILWAY’S SCHEDULE OF RATES, 2008 OR IN SSE/SE(P.WAY/WORKS)/..... SECTION AS MAY BE ENTRUSTED TO HIM AT THE OPTION OF THE RAILWAY FROM TIME TO TIME DURING THE SAID CONTRACT PERIOD AND 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 PAR/.....PERCENT ABOVE/BELOW THE SCHEDULE OF RATES, 2008, OF THE SOUTH WESTERN RAILWAY, CORRECTED UPTO PRINTED/ADVANCE CORRECTION SLIP NO.....DATED..... AND AS PER THE CONTRACT DOCUMENTS COMPLETE AND WHEREAS THE PERFORMANCE OF THE SAID WORKS IS AN ACT IN WHICH THE PUBLIC ARE INTERESTED.

3. AND WHEREAS THIS CONTRACT DOES NOT COVER/COVERS SUPPLY OF BALLAST INCLUDED IN THE SCHEDULE OF RATES, 2008.

4. AND WHEREAS IN THE CASE OF BAD WORK OR MATERIALS, THE ENGINEER MAY TAKE SUCH ACTION AS MAY BE DEEMED NECESSARY UNDER THE RELEVANT CLAUSES OF THE CONDITIONS OF CONTRACT.

5. AND WHEREAS THE CONTRACTOR HAS DEPOSITED A LUMP SUM OF RS...../- AS EARNEST MONEY TO COVER FOR TENDERING AGAINST ANY NUMBER OF WORKS ON THE SOUTH WESTERN RAILWAY AND HAS AGREED TO FURNISH THE FULL SECURITY DEPOSIT AS PER RULES IN FORCE AND WHEREAS THE SECURITY DEPOSIT IS AT THE INSTANCE OF THE CONTRACTOR RECOVERED AT 10 PER CENT OF THE VALUE OF THE RUNNING BILLS TILL THE AMOUNT OF SECURITY DEPOSIT OF RS..... IS FULLY RECOVERED.

6. AND WHEREAS THE CONTRACTOR HAS DEPOSITED A SUM OF RS...../- TOWARDS THE EARNEST MONEY AND WHEREAS THE BALANCE IN THE SECURITY DEPOSIT AFTER ADJUSTMENT OF EARNEST MONEY OF RS..... ORIGINALLY PAID BY THE CONTRACTOR IS AT THE INSTANCE OF THE CONTRACTOR RECOVERED AT 10 PER CENT OF THE VALUE OF THE RUNNING BILLS TILL THE AMOUNT OF SECURITY DEPOSIT OF RS..... IS FULLY RECOVERED.

7. THE CONTRACT SHALL BE IN FORCE FOR THE PERIOD MENTIONED ABOVE. HOWEVER, THE CHIEF ENGINEER/CHIEF ENGINEER (CONSTRUCTION)/DIVISIONAL RAILWAY MANAGER/...../ENGINEER MAY AT HIS OPTION AND WITHOUT ASSIGNING ANY REASONS FOR SO DOING, PUT AN END TO THIS CONTRACT AT ANY TIME. IN SUCH CASE THE CONTRACTOR WILL BE GIVEN A CLEAR NOTICE OF THREE MONTHS TO ENABLE HIM TO COMPLETE ALL THE WORKS ENTRUSTED TO HIM THROUGH WORK ORDERS.

8. NOW THIS INDENTURE WITNESSETH THAT IN CONSIDERATION OF THE PAYMENTS TO BE MADE BY THE RAILWAY, THE CONTRACTOR WILL DULY PERFORM THE WORKS SET FORTH IN THE SAID WORK ORDERS AND WILL EXECUTE THE SAME WITH GREAT PROMPTNESS, CARE AND ACCURACY IN A WORKMANLIKE 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 THE SAID CONTRACT DOCUMENTS COMPLETE, AND WILL 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 FULLY SET FORTH THEREIN), AND THE RAILWAY DOETH 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 COMPLETION THEREOF, THE AMOUNT DUE IN RESPECT THEREOF, AT THE RATES SPECIFIED IN THE SCHEDULE(S) HERETO ANNEXED.

9. ENTRUSTMENT OF ALL OR ANY OF THE WORKS REFERRED TO IN CLAUSE 2 ABOVE TO THE CONTRACTOR SHALL BE AT THE OPTION OF THE RAILWAY.

10. THE COST OF STAMP DUTY ON THE AGREEMENT SHALL BE BORNE BY THE RAILWAY ADMINISTRATION.

11. ZONE DETAILS AND RATES UNDER THIS CONTRACT ARE AS UNDER:

ZONE	PERMANENT WAY SECTION/SECTION	RATE AS PER SR.DEN/DEN OF DIVISION.	RATES OF SCHEDULE OF RATES, 2008, OF SOUTH WESTERN RAILWAY AS CORRECTED BY AND UPTO CORRECTION SLIP NO.....DT..... AT PAR/ENHANCED/DIMINISHED BY PERCENTAGE SHOWN BELOW		
			%INFIGURES	%INWORDS	AT PAR/ABOVE/BELOW

(.....) (.....)
(Chief Engineer/ (Contractor)
 Chief Engineer(Construction)/.....
 Divisional Railway Manager/.....)
 (FOR THE PRESIDENT OF INDIA)

SIGNATURE & ADDRESS OF WITNESSES TO THE SIGNATURE OF THE CONTRACTOR.

WITNESS NO.1...../SIGNATURE..... DATE.....
 ADDRESS.....
 WITNESS NO.2..... /SIGNATURE..... DATE.....
 ADDRESS.....

South Western Railway

FORM FOR WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO.....DATED.....,2002 UNDER

CONTRACT AGREEMENT NO.....DATED.....,2002

Name of work.....(site).....
 Schedule of drawings.....
 Authority.....Allocation.....
 Zone.....Division.....

The Contractor(s).....is/are hereby ordered to carry out the following works at.....under Zone- Contract Agreement hereinbefore referred to.

Sl.No	Item No.	Description of item of work	Approximate quantity	Unit	Rates in figures and in words as in schedule annexed to the Zone Contract Agreement		Amount	
					Rs.	P.	Rs.	P.
1	2	3	4	5	6		7	

Sl.No	Item No.	Description of item of work	Approximate quantity	Unit	Rates in figures and in words as In schedule annexed to the Zone Contract Agreement		Amount	
					Rs.	P.	Rs.	P.
1	2	3	4	5	6		7	

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 General Conditions of Contract of the Railway, read in conjunction with Special Conditions if any and other Contract Documents as applicable.

(.....)
/Chief Engineer/Chief Engineer Constn)/
 Divisional Railway Manager/ Works/...../Divisional Engineer/.....
Division
Railway
 (for the President of India)

Place:
Date:

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings here to annexed, if any, and in accordance with the General and Special(if any) Conditions of Contract and the Specifications of Materials and Works, South Western Railway, with all Correction Slips/ Amendments upto date.

Witness:
Name&Signature:1.....
2.....
Dated.....19.....

(.....)
Contractor's Name & Address.....
.....
Date:.....

.....(ITEMS NOT COVERED BY THE SCHEDULE OF RATES, 2008) AND AT THE LUMP SUM RATES FOR ITEMS GIVEN IN SCHEDULE(S).....

3. IT IS HEREBY AGREED AND DECLARED THAT ALL THE PROVISIONS OF THE SAID CONTRACT DOCUMENTS, WHICH HAVE BEEN CAREFULLY READ AND UNDERSTOOD BY THE CONTRACTOR, SHALL BE AS BINDING UPON THE CONTRACTOR AND UPON THE RAILWAY AS IF THE SAME HAD BEEN REPEATED HEREIN AND SHALL BE READ AS PART OF THESE PRESENTS.

6. THE COST OF STAMP DUTY ON THIS AGREEMENT SHALL BE BORNE BY THE RAILWAY ADMINISTRATION.

(.....) Date:.....

...../Chief Engineer/Chief Engineer(construction)/

Divisional Railway Manager/.....

South Western Railway,

(for President of India)

Signature of witnesses with address to signature of the Contractor:

Witness No.1: Signature: Date..... Name:.....Address.....

Witness No.2: Signature:..... Date.

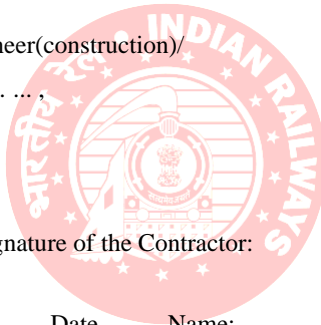
Name:.....Address.....

(.....)Date:.....

Contractor.....

Address.....

.....



.....

**MEMORANDUM OF UNDERSTANDING
FOR JOINT VENTURE AGREEMENT**

1. This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co.)_____ a company registered under the companies Act 1956 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s._____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

2. M/s._____ (Name of Co.)_____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s._____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

3. This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co)_____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s._____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

4. This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co)_____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s._____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

AND

5. This Memorandum of understanding executed this _____ day of _____ 20____ between _____ (Name of Co)_____ a company registered under the companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____(hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas Chief Administrative Officer, Construction, South Western railway hereinafter referred to as Owner / Customer has invited Tender Nos. _____ hereinafter referred to as the South Western Railway Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to co-operative with each other to associate jointly and to form a joint Venture firm to participate in the South Western Railway Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. **The Purpose of MOU.**

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the South Western Railway Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.

2. The name of the Jt. Venture firm shall be _____

3. The parties, hereto, represented that:

- a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the SOUTH WESTERN RAILWAY Tender.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s.....%

M/s.....%

M/s.....%

M/s.....%

M/s.....%

Lead Member:

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto three members and no less than 10% each in case of JV firms with more than three members. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:
- a) That after submission of the tender, the MOU shall not be modified/alterd/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V. Firm.
 - b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the South Western Railway Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the South Western Railway Tender or any other mutually agreed terms with the Owner / Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Customer in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri _____ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to 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 South Western Railway tender/contract. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the JV firm.

7. Notwithstanding anything contained herein, in respect of the South Western Railway Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect to the South Western Railway Tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall complete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the South Western Railway Tender.

9. **Responsibility**

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. **Assignability**

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.

11. **Use of Machinery, Instruments, Labour Force etc.**

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

12. **Duration of MOU**

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. **Applicable Law**

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Bangalore.

14. **Settlement of Disputes:**

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

15. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:

M/s.....

M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e. M/s..... Shri at the address stated herein below.

M/s.....

.....

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

16. Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

17. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature

Signature

Signature

Shri _____ of

Shri _____ of

Shri _____ of

M/s. _____

M/s. _____

M/s. _____

Signature:

Signature

Shri _____

Shri _____

Witnesses:

1) Name

Address:

2) Name

Address:

ADDITIONAL INSTRUCTIONS TO TENDERERS

1.0 GENERAL:

- 1.1 These additional instructions to the tenderer are in addition to the 'Regulations for Tender and Contracts and Instructions to Tenderers and Conditions of Tender' of South Western Railway, wherein general instructions and regulations for tender have been specified. These additional instructions given in subsequent paras along with the Regulations for Tenders etc., of South Western Railway and General Conditions of Contract, Special Conditions of Contract, Specifications and Schedules shall govern the works to be executed under this contract.
- 1.2 The tenderers shall not add any conditions on their own either in their covering letter or in the tender documents while submitting their offer. Any such conditions if stated and if are in violation of the Railway's tender conditions, may lead to summary rejection of the offer. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 1.3 Tenders containing erasures/alterations in the Tender documents are liable to be rejected. Any correction made by the tenderer, if necessary, are to be attested by him clearly.
- 1.4 If a tenderer deliberately gives wrong information/ shows wrong credentials/documents in his tender and creates circumstances for acceptance of his tender, the Railway reserves the right to reject such tender at any stage and forfeit the earnest money besides suspending the business for a minimum period of one year.

2.0 CONSTITUTION OF THE FIRM

- 2.1 The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney 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 or society as the case may be. Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.
- 2.2 The railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.
- 2.3 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, Railway shall deem such tender as cancelled, unless the firm retains its character.
- 2.4 If the tenderer's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, 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 the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.
- 2.5 The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

3.0 **Partnership firms**: - Instructions for submitting tenders by partnership firms :

- 3.1 Partnership firms are eligible to quote for tenders of any value.
- 3.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have been registered with the competent registrar of the firms prior to date of tender opening as per Indian Partnership Act. Any change in the formation/character of the firm subsequent to the opening of the tender shall not be considered by the Railway. If any partner/s withdraw from the firm after opening of the tender and the remaining partners do not meet the eligibility criteria or qualifying requirements, the offer shall be rejected. Any new partner to the firm after opening of tender but prior to award of contract shall not qualify for eligibility either individually or in proportion to his share in the firm.
- 3.3 Separate identity/name should be given to the partnership firm. The valid constituents of the firm shall be called partners.
- 3.4 Number of partners in a partnership firm shall not be more than five.
- 3.5 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.
- 3.6 The tender form shall be purchased and submitted only in the name of partnership firm and not in the name of any constituent partner.
- 3.7 One of the partners of the firm shall be designated as the managing partner of the firm who shall have a majority (atleast 35%) share of interest in the firm. In case of partnership firm with foreign partner(s), the managing partner has to be an Indian with a minimum share of 35%.
- 3.8 The EMD shall be submitted either in the name of partnership firm or in the name of managing partner of the firm.
- 3.9 A notary certified copy of partnership deed shall be submitted along with the tender. No deed will be accepted after submission of the tender. Once the tender is submitted, the constitution of firm shall not 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. 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. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. Failure to observe this stipulation shall also be deemed to be breach of contract conditions.
- 3.10 The share of equity of partners should be clearly mentioned in the partnership deed along with share of profit and loss.
- 3.11 On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like Performance guarantee, guarantee for Mobilization advance, Plant & Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 3.12 On issue of LOA, a partnership firm agreement shall be executed on the name of the firm only and not on the name of any individual partner. The partnership firm agreement shall have, inter-alia, following clauses-
- a) Joint and several liabilities – The partners of the firm 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 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 & partnership firm agreement – The partnership deed and the partnership firm agreement shall not be modified, altered, terminated during the currency of contract including the period of extension, if any and the maintenance period after the work is completed as contemplated in the conditions of the contract.
- c) Governing Laws - The partnership firm agreement shall in all respect be governed by and interplate in accordance with the Indian Laws
- d) Authorized member – Partners of the firm shall authorize the Managing partner of the firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and to take similar such action in respect of the said tender/contract. All the notices/correspondences, with respect to the contract shall be sent only to authorized member or on the name of partnership firm
- e) 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 and that of the Railway in respect of the tender/contract

3.13 The following documents shall be submitted by the partnership at the time of opening the tender :

- a) Certified copy of partnership deed
- b) Power of Attorney of the firm in favour of the Managing partner to sign and deal with the agreement.

3.14 All the partners of the partnership firm shall certify that they have not been black listed or debarred by Railways or any other ministry/department of the Govt. of India/any State Govt. from participation in tenders/contract in the past either in their individual capacity or in any firm in which they were partners earlier.

3.15 **Evaluation of eligibility criteria**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the following conditions.

Technical eligibility criteria :

- a) The partnership firm shall satisfy the full requirement of the criteria and the Managing partner of the firm shall satisfy 51% of the full requirement of the criteria.

OR

- b) Any one of the partners of the firm shall satisfy the full requirement of the criteria and the Managing partner of the firm shall satisfy 51% of the full requirement of the criteria.

Notes:

1. In case of individual type of work (with any one of the distinct components of works such as Civil Engineering work or S&T work, or Electrical work or OHE work), the criteria shall be satisfied as above.
2. In case of composite type of works involving more than one distinct component as above, the firm or any of the partners shall satisfy the criteria for each component in the proportion of the over all work and the Managing partner shall satisfy 51% of the main component of the work.

3. Value of completed work done by a partner in the new partnership firm in his earlier capacity as individual /partnership firm/JV firm etc. shall be reckoned only to the extent of the concerned partner's share in that firm.
- ii. **Financial eligibility criteria:** –
- a) The partnership firm shall satisfy the full requirements of the criteria
OR
- b) The arithmetic sum of the contractual payments received by all the partners of the new partnership firm shall satisfy the full requirements of the criteria.

Note:

The contractual payments received by a partner in his earlier capacity as individual /partnership firm /JV firm etc. shall be reckoned only to the extent of the concerned partner's share in that firm.

4. **JOINT VENTURES: INSTRUCTIONS FOR SUBMITTING TENDERS BY J.V FIRMS**

- 4.1 "Joint Venture Firm" shall be applicable to the work tender of value more than Rs.25.00 crores (Rupees Twenty Five Crores) only.
- 4.2 Separate identity/name shall be given to the Joint Venture firm offering this tender. The valid constituent of JV firm (Individual/Partnership firm / Propriety firm or HUF/ Limited companies /JV firm) creating the joint ventures shall be called, "partners", of JV firm and the constituents of the partners (individuals) shall be called members of JV firm.
- 4.3 Number of partners in a JV firm shall not be more than three if the work involves only one department of Railways (say Civil or S&T or Electrical) and shall not be more than five if the work is a composite one involving more than one department of the Railways.
- 4.4 A member or partner of JV firm shall not be permitted to participate either in his individual capacity or as a member or partner of any other firm in the same tender.
- 4.5 The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent partner / member.
- 4.6 Normally EMD shall be submitted only in the name of the JV and not in the name of constituent partner / member. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from all the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- 4.7 One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 4.8 A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the MOU. The MOU shall be in the Railways' format enclosed in the tender. (Annexure-V in REG-TD)

- 4.9 Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fail to observe / comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 4.10 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc., and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 4.11 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification becomes inevitable due to succession laws etc., and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.12 On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilisation Advance, Machinery Advance etc., shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 4.13 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the work. In case tenderer fails to observe / comply with this stipulation the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :
- a) **Joint And Several Liability** – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss damage caused to the Railways during the course of execution of contract or due to non-execution of the contract or part thereof.
- b) **Duration of the Joint Venture Agreement** – The JV agreement 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 as contemplated in the conditions of the contract. It is the sole responsibility of the JV firm and the Lead Partner to ensure the above requirement and failure to extend the validity by the JV firm or Lead Partner shall be deemed to be breach of contract on the part of JV firm and the joint and several liability of the partners and members of the JV firm shall continue to be valid till the extensions and the maintenance period of the contract is over.
- c) **Governing Laws** – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.
- 4.14 Authorized Member – Joint Venture members shall authorize one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the of the JV firm.
- 4.15 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender / contract.

- 4.16 Documents to be enclosed by the JV Firm along with the tender :
- 4.16.1 In case one or more of the partners/members of the JV firm is/are in or part of any other partnership firm or JV firm, following documents shall be submitted:-
- (a) Notary certified copy of the Partnership Deed of the partnership firm/JV agreement of the firm.
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- 4.16.2 In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:-
Affidavit on Stamp Paper of appropriate value declaring that his / her concern is a Proprietary Concern and he / she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he / she has the authority, power and consent given by other partners to act on behalf of HUF.
- 4.16.3 In case one or more members is/are Limited Company(s), the following documents shall be submitted:-
- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the Company and /or do any other act on behalf of the company.
 - (b) Copy of Memorandum and articles of Association of the Company.
 - (c) Power of Attorney of (duly registered as per prevailing law) by the Company authorizing the person to do/act as mentioned in the para (a) above.
- 4.16.4 All the members of the JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or the JV firm or Partnership firm in which they were/are members/partners.
- 4.16.5 If the JV is dissolved on account of death, retirement of any partner or for any reason what so ever, before fully completing the whole work or any part of it, undertaken by the contract agreement, the survived partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any by the Railway due to such dissolution. The amount of compensation shall be decided by the Railway and this shall be final and binding on the contractor.

- 5.1 In case of Proprietary concern /HUF/ Consortium /MOU, the above conditions of JV / Partnership firm shall be applicable suitably.
- 5.2 In case of Proprietary concern, an affidavit on a stamp paper of appropriate valuation declaring that his concern is a proprietary concern and he is the sole proprietor of the concern, shall be produced with the tender documents.
- 5.3 In case of Hindu Undivided Family, an affidavit on a stamp paper of appropriate valuation declaring that the KARTA is in possession of KARTA of the Hindu Undivided Family and he has authority, power and consent of co-partners to act on behalf of HUF, shall be produced with the tender documents.

Signature of Tenderer / Contractor
Name of Tenderer / Contractor :
Date :
Address :

Chief Administrative Officer
Construction, S W Railway,
18, Millers Road,
Bangalore – 560 046



SPECIAL CONDITIONS OF CONTRACT**1. ELIGIBILITY CRITERIA FOR OPEN TENDER COSTING ABOVE Rs.50.00 LAKHS:**

1.1 Tenderers should satisfy the following Eligibility Criteria

1.	Should have physically completed within qualifying period (i.e., the last three financial years and current financial year)	At least one similar nature of work for a minimum value of 35% of the Advertised tender value. The experience certificate is to be attached to the Tender document as per proforma enclosed.
2.	Total contract amount received during the last 3 financial year and in the current financial year	Should be a minimum of 150% of the Advertised tender value. The certificate (attested) from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., is to be enclosed along with the tender documents.

NOTES:

- 1) For evaluating tenderers' eligibility, the Railways will examine the overall financial soundness of the tenderers based upon the volume of work handled, turnover, balance sheet, IT returns etc., Hence tenderers shall submit relevant details of previous work done, turnover, balance sheet etc., to evaluate financial soundness of the tenderer.
- 2) The total value of similar nature of works completed during the qualifying period and not the payments received within qualifying period alone, will be considered. In case, final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered. If final measurements have been recorded and work has been completed with negative variation then also the paid amount including statutory deductions will be considered. However, if the final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower will be considered for judging eligibility.
- 3) In the case of composite works, (as given in para 13(b) of tender notice) involving combination of different works, even separate completed works of required value will be considered while evaluating the eligibility criteria. The details of the multiple work certificate which can be considered for satisfying the eligibility are mentioned in para 13(b) of tender notice.

1.2 The following attested documents shall be submitted along with tender document.

- a) List of Personnel, Organisation available on hand and proposed to be engaged for the subject work (in the proforma enclosed).
- b) List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work (in the proforma enclosed).
- c.i) List of works completed in the last three financial years giving description of work, organisation for whom executed, approximate value of contract at the time of award, date of award, date of scheduled completion of work, date of actual start, date of actual completion and final value of sanctioned agreement and details of paid amounts. These details are to be furnished in the proforma enclosed.
- c.ii) The Experience Certificate attached to the tender document should be as per proforma (enclosed) which can be filled up in and signed by the issuing authority (with Seal/Address). In

case the format issued by the Executive is different, the certified copies of relevant Experience Certificate should be attached.

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

Notes:

- 1) In case of items (c), (d) and (e) above, supportive documents / certificates from the Organisations with whom they worked / are working should be enclosed.
- 2) Certificates from private individuals/Partnership firms for whom such works are executed / being executed shall not be accepted.
- 3) With respect to Railways, the experience certificate should have been issued atleast by a JA Grade Officer, With respect to other Government Departments and PSUs, the certificate issued at the level of Executive Engineer and above only can be taken as valid.

(f) Railway Administration may at their discretion call for the originals of the credentials for verification from the tenderers or any clarifications / confirmations on the contents of the documents submitted.

(g) Tender can be submitted in the name of individual / Partnership firms / Joint Venture / Consortium / MOU. In case of Partnership firms / JV / Consortium / MOU, the conditions stipulated in the tender documents shall apply and the tenderer shall carefully note and submit his offer accordingly.

NOTE:-Joint venture/Consortium/MOU are permitted only for those works whose Advertised tender value is more than Rs.25 crores (Twenty Five Crores only).

(h) In case the certificates/documents produced are proved to be false / fabricated, the entire Earnest money is liable to be forfeited in addition to banning their business with the organisation for a specified period of not less than Twelve months at the discretion of the Administration. Railway reserves the right to determine/rescind the contract entered into in case of such false certificates/documents at any stage of the contract treating it as default of the contractor.

2.1 VARIATION IN QUANTITIES:

(a) The drawings referred to in the list of plans, if any, are intended only to give a rough and general idea of the location and rough details of work to be done. No claim whatsoever will be admissible in respect of any alteration/addition/deletion/change in the type of works/change in locations.

(b) The quantities of various items given in the Schedule for the works to be executed are only approximate and are only for the guidance of the tenderer/contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. The contractor's attention is drawn to clause 42 of the General Conditions of Contract dealing with variation in quantities.

(c) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment will be made as per agreement rates.

(d) When the quantity of any item of the work to be executed including foundation items is likely to increase in excess of 25% of the original agreement quantity, the contractor should notify the Engineer-in-charge atleast **THIRTY DAYS** before such necessity arises.

e) In the event of any reduction in the quantities to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, at the agreemental rates.

2.2 Variation beyond 25%:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity and payment will be made at the following rate:
 - i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded to that item in that particular tender:
 - ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded to that item in that particular tender:
 - iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- b. The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
- c. Execution of quantities beyond +50% of overall value shall not be generally permitted. The rates for quantities in excess of 50% of the items shall be decided between the Railway and the contractor in advance of execution of the quantities involved, if in the opinion of the Railway, such quantities are also to be executed by the same contractor. In the event of mutually agreed rate not being arrived at, the Railway shall be entitled to execute the excess work by other means and the contractor shall have no claims on this account.
3. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
4. No such quantity variation limit shall apply for foundation items.
5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

3. VITIATION CLAUSE:

Railway will exercise control over the aspect of vitiating of tender with respect to variation in quantities and take action as under:

In the event of vitiating occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiating shall be to Contractors account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.

Vitiation amount shall be worked out for each and every on-account bill when the value of the work executed reaches 50% of the agreement value and the vitiated amount shall be adjusted at every stage.

4. **EARNEST MONEY, SECURITY DEPOSIT AND PERFORMANCE GUARANTEE :**

4.1 **EARNEST MONEY:**

Earnest money payable by the tenderer towards this tender is as under:

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

4.2 **SECURITY DEPOSIT**

4.2.1 Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:-

- a) Security Deposit for each work should be 5% of the Contract value,
- b) The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered.
- c) Security Deposits will be recovered from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD, etc., shall be accepted towards Security Deposit.
- d) For contracts of value Rs.50 crores and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

4.2.2 No interest will be payable on the Earnest Money or Security Deposit or amounts held by the Railway / payable to the Contactor under the contract, but Government Security Deposit will be payable with interest accrued thereon.

4.2.3 The Earnest Money deposited by the contractor in this tender will be retained by the Railways as part of the Security Deposit for the due and faithful fulfilment of the contract by the Contractor. The balance to make up the Security Deposit, the rates for which are given above, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's 'on account' bills. Provided also that in case of defaulting contractor the Railways may retain any amount due for payment to the Contractor on the pending 'on account' bills so that the amounts so retained may not exceed 5% of the total value of the contract.

4.2.4 On physical completion of the work, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, on submission of FDR/irrevocable Bank Guarantee for equivalent amount. The validity of FDR/BG shall cover up to the period of finalisation of agreements, maintenance period and performance of all contractual obligations envisaged in the contract.

4.2.5 Security Deposit will be returned to the contractor-after the expiry of Maintenance Period and after passing the final bill as certified by the Competent Authority. The Competent Authority shall normally be the authority that is competent to sign the contract and not less than a J.A Grade

officer of the Railways. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and there is no due from the contractor to Railway against the contract concerned. Further for releasing SD, an unconditional and unequivocal no claim certificate shall be furnished by the contractor concerned.

4.3 PERFORMANCE GUARANTEE (P.G):

a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA) Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. 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 contract value.

- (i) A deposit of Cash,
- (ii) Irrevocable Bank Guarantee,
- (iii) Government Securities including State Loan Bonds at 5 percent below the market value.
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks.
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
- (vi) A Deposit in the Post Office Saving Bank.
- (vii) A Deposit in the National Savings Certificates.
- (viii) Twelve years National Defence Certificates.
- (ix) Ten years Defence Deposits.
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5 percent 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 that 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 will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increased by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

- f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be en-cashed. 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.
- 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 even 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 provisions of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

5. INCOME TAX :

Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorised by the Income-Tax department.

6. RECOVERY OF SALES TAX/OTHER TAXES/ROYALTY ETC :

- a) This tender falls under the category of Civil Works Contract and is like all other Works contracts which attract specific percentage of Sales Tax under the concerned Act. Sales Tax on the Works contracts, as applicable in terms of the concerned State Government Sales Tax Acts as amended from time to time, shall be deducted from the running bills of contractors for payment to the State Government. The Railway Administration will give a certificate towards the tax deducted at source from bills to enable the contractor to file Sales Tax Return before the concerned authorities. No refund of sales tax deducted at source will be made by the Railway. The Sales Tax elements that might have gone into the prices of various raw materials used by the contractor in the works concerned, distinctly different from the Sales Tax deducted as above, paid by the Contractor directly or deducted at source from bills will also not be reimbursed by the Railway.
- (b) Under the 'Building and other Construction Workers (RECS) Act, 1996 and the Building and other Construction works Welfare Cess Act, 1996' the tenderer for carrying out any construction work in Railways in the State of Karnataka/Andhra Pradesh/Tamil Nadu/ Goa must get themselves registered from the Registering Officer under Section 7 of the Building and Other Construction Workers Act, 1996 and rules made there to by the State Govt. of Karnataka/Andhra Pradesh/Tamil Nadu/Goa and submit a certificate of registration issued by the Registering Officer of the State Government (Labour Department). For enactment of the said Act, the Contractor shall be required to pay a cess at 1% of the cost of the construction work which shall be deducted from the running bill of the Contractor for payment to the State Government. Only the cost of the material supplied under specific supply schedule items under the Contract will be outside the purview of this Cess.
- c) The rate quoted by the tenderer should take into account the above taxes/Cess and any other taxes, levies, tolls, fees, octroi, and royalty charges payable to State Government or any other department/local bodies/statutory bodies including those for sand, earth, ballast/stone or any other material including the surcharge etc. Railway will not pay any such charges levied upon

tenderer and tenderer will only be paid at the rate accepted by the Railway administration under the Contract.

- d) Tenderer should quote his/their rates taking into consideration the above complete and no claims whatsoever made by the contractor shall be entertained. This clause is an Excepted Matter as per Para 63 of General Conditions of Contract and in case the Contractor resorts to claims and demands arbitration, the same shall be excluded from arbitration at all stages.

7. INSPECTION AND MAINTENANCE OF SITE:

7.1 The Contractor before tendering shall inspect the site of work, examine the nature of soil to be excavated, nature of work to be executed, check up the availability of working space and other constraints if any and also acquaint himself of the available access to the site of work and make due provision in the rate for all such contingencies.

7.2 The contractor shall make his own arrangement for site clearance, clearance of debris, jungle, bushes etc., without any extra payment. If any heavier materials like Railways sleepers etc., are to be shifted from the site of work, the same should be carried out by the contractor for which separate payment will be made under relevant items of SOR 2008 (S.W. Railway) which is applicable. Contractor is also responsible to clear all construction debris, labour camps, surplus materials from site of work without any extra payment as and when these are not required for the progress of the work.

8.0 SERVICE ROADS:

8.1 The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor. In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect and shall not compensate the contractor in any way.

9. WATER AND ELECTRICITY FOR WORKS:

9.1 Water: The Contractor shall make his own arrangements within his quoted rates for necessary water required for the performance of the contract.

9.2.1 Electricity: The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. He shall arrange for source, transformer protection and approval from the concerned authorities at his cost. If however Railway's electricity is available in the vicinity and if the Contractor requests the same to be provided due to compelling circumstances, the Railways at its sole discretion may agree to provide the same as per extant policy and guide lines and rates of the Electrical department of the Railways and the Contractors shall not have any claim whatsoever in this regard.

9.2.2 The Railway may supply to the Contractor in 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. The charges and advance payments as required by the Railways shall be paid by the contractor to avail of the facility. The cost of arranging necessary connections to the Railways 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. Railways do not guarantee supply of electricity to any of the Contractor's works/requirement.

10.0 PROGRAMME OF WORK :

- 10.1 A tentative programme chart and / or a list of mile stones prepared by Railways for the contract to be achieved based on the Railway's needs will be attached along with Acceptance Letter. The contractor shall accept and return a copy of the programme chart to Railways within fifteen days of issue of LOA. The contractor may modify the programme to suit his resources, however, without any change in milestones and submit a modified programme to the Railways duly signed by him within fifteen days of issue of LOA. This is however subject to a condition that such shifting or change shall not affect the completion period of the contract in any manner whatsoever. The modified programme of the contractor shall not be conditional and will not affect the terms and conditions of the contract and if made conditional by the contractor, Railway reserves the right to reject the same and to treat such conditions as breach of contract as agreed to in the contractor's offer and in the LOA issued by the Railways. Railway reserves the right to accept or not the modified programme of the contractor. Contractor shall not have any claim whatsoever in this regard. Further programmes, as per the latest progress of work, will be prepared on similar basis from time to time.
- 10.2 If the confirmation of acceptance of programme as above is not received within fifteen days of issue of LOA, the contractor is liable to pay towards penalty upto Rs.50,000/- for delay in submission of the programme.
- 10.3 Non-acceptance of Railway Programme or submission of Modified Programme by the contractor which is not acceptable to the Railways, shall also tantamount to breach of contract by the contractor and the Railway shall be entitled to terminate the contract on account of the contractor's default under clause 62 of the General Conditions of Contract, for this lapse alone.
- 10.4 The Railway reserves the right of determining the contract at any stage of review of the progress under 10.1 to 10.3 above, if the above agreed programme(s) are not adhered to within the margin of 10% of the provision in the programme in terms of shifting of individual milestones or the quantum of progress at any stage, as envisaged in Clause 62(1)(viii) of the General Conditions of Contract and the Performance Guarantee will be forfeited without prejudice to other remedies as contemplated under the Conditions of the Contract.

10.5 FIXING MILESTONES:

The concerned Engineer-in-charge of the work will fix appropriate milestone and monitor the progress from time to time.

11.0 INCENTIVE BONUS PAYMENT FOR EARLY COMPLETION OF WORK:

- 11.1 Incentive Bonus is payable for early completion of the work in contracts where specifically provided in the detailed tender notice / tender conditions uploaded in website. The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one full month of early completion ahead of the original completion period or revised completion period whichever is less.
- 11.2 The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less. In case of contracts of value less than or equal to Rs.15 crores and with time period of completion less than one year, only 50% of above Bonus payments will be paid.
- 11.3 This incentive scheme shall not apply if any extension is granted beyond the original completion period or any revised completion period whichever is less, irrespective of any reasons whatsoever including FORCE MAJEURE conditions (i.e. irrespective of extension being given under Clause 17 or 17A(i) or 17A(ii) or 17A(iii) or 17B).

- 11.4 Period less than a month will not be reckoned for the incentive bonus calculation.
- 11.5 No relaxation with regard to 'holidays', 'no work days' or 'non availability of line blocks' or non-availability of materials to be supplied either by railway or by the contractor, loss of time due to FORCE MAJEURE situations of any nature will be allowed for this purpose. Date of completion shall be reckoned as per the satisfactory date of completion of the work as certified by the Chief Engineer, who shall decide the same based on the inspection notes of the Commissioner of Railway Safety authorizing opening of the section or joint inspection notes between Open Line and Construction departments or based on his own personnel assessment duly recorded.
- 11.6 The decision of the Chief Engineer shall be final and binding on the contractor. No representation from the contractor in regard to early completion of work shall be entertained from the contractor.

12.0 IMPOSITION OF FINE, PENALTY AND COST OF DAMAGES FOR DELAY OF WORKS :

- 12.1 In the event of the contractor not adhering to the agreed programme of work and / or not achieving the milestones or quality of work etc., specified, even if no physical or actual damages have occurred to the Railways and even if the currency of the work is not affected, the Railway reserves the rights of, with a view to improve, expedite and the make the contractor realise the effects of delays, levying fine or any value as deemed fit on the contractor by the Engineer – in – charge based on the merit of the case. The amount of fine will be solely decided by the Engineer – in – Charge at his discretion and will be based on his assessment of disturbances, difficulties or losses caused by the delay or poor quality of work, etc., including that of the reputation of the Railway. The contractor shall have no claims what-so-ever in this regard. Subsequent to the imposition of the fine, if contractor makes good, the progress / quality and achieves the milestones to the satisfaction of the Railways, part or full amount of the fine imposed may be waived and the amount so worked out will be released to the contractor at the sole discretion of the Engineer –in – charge duly recording necessary certification to the effect that no damages have occurred. However, in case of actual or anticipated damages occurred or occurring to the Railways, the recovery of agreed / liquidated damages will also be imposed and recovered from contractors dues as per provisions in GCC in addition to the above fine.

12.2 IMPOSITION OF PENALTY IN CONTRACTS:

- 12.2.1 **Penalty in contracts with incentive Bonus payment clause:** In contracts where Incentive Bonus payment clause is operative with the interest of early completion of projects/works of special nature (pertaining to Doubling, Traffic Facility works and such other specified works), in case of non-completion of all works to the satisfaction of the Engineer-in-charge, a penalty of 1% of the value of balance works left to be completed as per contract per week of delay shall be imposed. This penalty will be applicable in all cases where currency extension is granted under clauses other than 17, 17A(i) or 17 A(iii) of GCC and / or whether any damages have occurred or likely to occur or not and the contractor shall have no claims in this regard.
- 12.2.2 Whether the incentive Bonus payment clause is not operative or not, the Railway reserves its right to impose the penalty as specified in para 12.2.1 above in any contract, in case of failure / delay by the contractor in quality or time at the discretion of Engineer-in-charge if the currency is extended under Clause other than 17 or 17A(i) or 17A(iii) of GCC and / or whether any damages have occurred or likely to occur or not and the contractor shall have no claims in this regard.

Notes:

- 1) The maximum fine or penalty liable to be imposed under the clauses under para 12.0 is limited to a maximum of 20% of the value of balance works left to be completed as per contract. However, on account of the extension granted, in case of actual or anticipated damages occurring to the Railway, the recovery of agreed/liquidated damages will also be imposed and recovered from contractors dues in addition to the penalty as per provisions in GCC.
- 2) No relaxation with regard to 'holidays', 'no work days' or 'non availability of line blocks' will be allowed for the non-completion of the work as envisaged in the contract completion period. However, loss of time due to FORCE MAJEURE situations will be allowed for this purpose under clause 12.0.

- 3) The date of completion shall be reckoned as per the satisfactory date of completion of the work as certified by the Engineer-in-charge.
- 4) The decision of the Engineer-in-charge shall be final and binding on the contractor. No representation from the contractor in regard to delayed completion of work shall be entertained.

13. SETTING OUT WORKS:

- 13.1 The Contractor shall be responsible to keep at site his own modern survey equipment for the true and proper setting out of the works for correctness of the position, levels, dimensions and alignment of all parts of the work and for provision of all necessary pegs, reference pillars etc., If, at any time, during the progress of work, any error shall appear or arise in the position of levels, dimensions or alignments at any part of the works, the Contractor, on being required to do so by the Engineer-in-charge, shall at his own expenses rectify such errors to the satisfaction of the Engineer-in-charge and he shall carefully protect, preserve and secure all bench marks, site rails, pegs, reference pillars and other things used in setting out of the works.

14. ENGAGEMENT OF TECHNICAL STAFF BY THE CONTRACTOR

- 14.1 The contractor shall employ proper managerial and technical personnel during the execution of this work and the personnel deployed shall have adequate experience and thorough knowledge of the works executed including the specifications and proceedings involved. The list of managerial and technical personnel proposed to be engaged by the contractor shall be submitted to the Dy.Chief Engineer in charge of the project along with the programme chart and approval of Engineer to be obtained for engaging them for work.

- 14.2 Scale of personnel: Minimum scale of personnel to be engaged by the Contractor shall be as under:-

- a) For each contract of value Rs.5.0 cr or above, the contractor shall provide a Manager with qualification in Civil Engineering and a minimum of 5 years experience in Civil Engineering works for the full currency period of the contract. For higher value contracts of Rs.15.0 cr or above, the contractor shall engage one senior Manager and one Asst.Manager with 15 years and 5 years experience respectively.
- b) For each contract, the contractor shall provide technical personnel for the full currency period of contract as under:
 - i) For proportionate monthly value of contract (contract value/currency of contract), upto Rs.25.0 lakhs, one Diploma Civil Engineer.
 - ii) For proportionate monthly value upto Rs.50.0 lakhs, one Graduate Civil Engineer.
 - iii) For proportionate monthly value of Rs.25.00 lakhs/Rs.50.0 lakhs additionally one additional Diploma/Graduate Civil Engineer respectively.
- c) Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.
- d) Two Diploma Civil Engineer can be engaged in lieu of one Graduate Civil Engineer. However, for contracts of value 1.0 cr or more, atleast one Graduate Civil Engineer is essential.
- e) The contractor shall provide the technical personnel continuously on the project and the initially approved personnel should not be changed in the mid-course of the contract, except in exceptional situations and only with the approval of the Dy.Chief Engineer in-charge of the project. Continuous engagement of technical personnel is defined as under:

- Record of engagement of technical personnel shall be maintained by the contractor at each site where his Engineers are deployed. This record will be verified by the Dy.Chief Engineer-in-charge of the project or any other Railway representative. In case of non-availability on any single occasion at site, it will be treated as absence for a week.

f) The availability of personnel of the Contractor shall be ensured continuously and regularly by the Contractor. However, whenever the rate of work comes down for any reason at any time for significant duration the scale of personnel can be reduced by the Contractor with the approval of the Dy.Chief Engineer-in-charge.

g) For failure to provide technical personnel by the contractor, he is liable for recoveries from his dues to an extent of Rs.10,000/- per month per Diploma Civil Engineer and Rs.15000/- per month per Asst.Manager/Graduate Civil Engineer and Rs.25,000/- per month per Sr.Manager at the discretion of the Dy.Chief Engineer-in-charge.

h) The decision of the Engineer-in-charge regarding scale of Engineers/period to be engaged/recoveries to be made etc shall be final and binding on the contractor.

14.3 The above provision shall be applicable for all type of works except supply of ballast, transportation of materials, track works, welding works, designing & drafting and consultancy works where separate provision as indicated in the special conditions for the said item will apply.

14.4 For carrying out supplying of ballast/transportation of materials/track works, sufficient number of trained Mates/Mistries/Supervisors shall be deployed to supervise stacking of ballast/loading, unloading of material/Track linking & maintenance works etc. No work shall be carried out without availability of well experienced Mates/Mistries/Supervisors. For track works, in addition to adequate number of Mates/Mistries/Supervisors, a well experienced Engineer (Diploma/Degree holder in Engineering) shall also be engaged for each ten kilometer of work in the contract or work of any yard or regrading under traffic conditions. Non engagement of technical staff as aforesaid will lead to rejection of work and/or penalty of Rs.10000/- on the first occasion and Rs.25000/- for every subsequent defaults at the discretion of the Engineer-in-charge.

14.5 For carrying out welding works by any method such as SKV, Mobile Flash-butt etc, RDSO approved (or any other agency authorized by RDSO) welders and supervisors only shall be engaged by the contractor. The number of welders and Supervisors shall be sufficient so that no weld is made without personal supervision of a welder and atleast one supervisor shall be available for doing every 50 welds in a day. Non engagement of technical staff as aforesaid will lead to rejection of welds and/or penalty of Rs.10000/- on the first occasion and Rs.25000/- for every subsequent defaults.

15. **PRECAUTIONS AT WORK SITE:**

a) All precautions to ensure safety of workmen must be taken while unloading and leading the materials during execution of work. Traffic rules should be strictly followed and the contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.

b) The contractor must ensure the safety of labourers engaged by him while crossing the track during the course of execution of work and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident. The contractor should bear all the loss and expenditure involved. Wherever necessary he should also provide necessary look out men.

c) The work should be carried out without any interference to the normal working of the Railway track and structures. The contractor will be held responsible for any loss or damage or injury caused during the course of work to the labourer or to the public/private person or to the Railway/Public/private property and the contractor should bear all the loss and expenditure involved.

- d) Wherever work is to be executed close to any running railway lines or roads or buildings or public passage, the Contractor shall ensure proper protection of public, railway/public property. He shall also ensure all special precautions as provided in this tender.
16. The contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway or any Government Medical authority and where use of insecticides are involved, it shall be done in accordance with the provisions of the act and rules in this behalf at the cost of contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.
- 17(a). The Contractor shall ensure that necessary sanitary facilities are provided by the Contractor for their labour in terms of Clause 59(4) of the General Conditions of Contract, and where they fail to do so notice shall be given to the Contractor that the same will be provided by the Railway at their cost and recovery shall be made from their bills.
- b) Where contractor avails existing sanitary arrangements of the Railways charges as decided by Railway from time to time is recoverable from the contractor.
18. The contractor shall arrange to obtain permission direct from the State Government or local authorities concerned for using Forest, PWD or Panchayat roads. The rates tendered shall be inclusive of any cess, tax or any other charges payable to the authorities concerned.
- 19(a) The contractor shall make his own arrangements for obtaining the license for any explosives, as may be necessary, for procurement, transportation, storage and use of the same. All possible assistance will be given by the Railway, should there be any difficulties in obtaining the license etc. However, any failure shall not form the basis for any claim by the contractor against the Railway or for additional payment for the work.
- b) In case of use of explosives for blasting the contractor shall strictly abide by the Indian Explosive Act, the Rules and Regulations framed there under in carrying out the work, shall observe all the provisions of the Indian Mine Act and the metaliferous mines regulations and rules thereunder as well as any other Act and Rules, as may be enacted and laid down by the State and Central Government from time to time, for such work.
- c) The contractor will be held responsible for any loss/damage/injury caused during explosion to the labourers or to the public/private persons or to Railway/Public/Private property and the contractor should bear all the loss/expenditure thereby involved.

20 **OPTIC FIBRE CABLE MAINTENANCE:**

- a) During the course of execution of work if any underground/overhead or any other cable/OFC are damaged by the contractor or his labour etc., purely due to the default of the contractor, the cost of damage, as decided by the Railway Administration will be borne by the contractor.
- b) The contractor shall take special precaution while carrying out works at location where there is likelihood of any underground cables/OFC etc., and the work shall not be carried out without the presence of an authorised Railway Supervisor/staff deputed to supervise the work.
- c) Before taking up any digging work, it is the responsibility of the contractor to get cable layout plan from Engineer-in-charge of the work and arrange to demarcate the same at the site.

21. **CONTRACTOR'S VEHICLES, PLANT & MACHINERY ETC.:**

- a) Necessary permit/interstate permits for the movements of vehicles/Plant & machinery shall be arranged by the contractor.
- b) Breakdown to transport vehicles, machinery etc., if any, will be on the contractor's account.

- c) Accidents, if any, to his vehicles , Plant and Machinery or to persons would be the responsibility of the contractor and the Railway will not be responsible for the damage or compensation thereof.

22. USE OF CONTRACTORS VEHICLES, PLANT & MACHINERY ETC., FOR ACCIDENT RESTORATION WORKS:

- a) The vehicle and equipment of contractors are liable to be drafted by Railway Administration in case of accidents / natural calamities involving human lives for speedy restoration work.
- b) For payment purpose, this item will be operated as a Non-Schedule (NS) item, duly negotiating rates as per the conditions of contract.
- c) Contractor/Tenderer shall furnish the details of vehicles /equipments available with them to keep a record of the same.

23. MOBILISATION/INSTALLATION CHARGES:

Mobilisation or installation or machinery advance or charges are not payable to the contractor unless otherwise specified in the Advertised tender. No item of claim on account of payment of Mobilisation/Installation charges shall be entertained unless otherwise provided for in the original agreement and the contractor shall integrate this aspect in his quoted rate structure, duly considering the facility offered. Any condition contrary to this in the tender at the time of submission may lead to rejection of tender.

24. MOBILISATION ADVANCE: (Applicable for Advertised tender of value more than Rs.10.00 crores)

- a) The Tenderer/Contractor may be granted a recoverable interest bearing mobilisation advance upto 10% of the contract value provided mobilisation advance is admissible as per the tender conditions and he specifically applies for it while tendering. If the tenderer fails to apply specifically for Mobilisation Advance while giving his offer at the tendering stage in case where grant of Mobilisation Advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The rate of interest is 12% per annum.
- b) The advance will be granted in two instalments viz., 5% of the contract value on signing of the contract agreement and the balance 5% on Mobilisation of site establishment, setting up offices, bringing in equipment and actual commencing of work. Each instalment will be released on submission of a security in a form acceptable to the Railway (similar to Performance Guarantee notified in para 4.3 of Special Conditions of Contract)for the amount of the instalment together with interest charges calculated upto the end of the contract period. The tenderer who seeks Mobilisation Advance should be specific about the course of action proposed to be followed in producing the security to the satisfaction of the Railway. Each security should be atleast not less than one lakh rupees. These securities shall be returned as and when the value of the advance plus interest is recovered from the running bill.
- c) The recovery of the advance and interest thereon will be made through the every on account bills, pro-rata, commencing from the time the value of the work executed under the contract reaches 15% of the contract value and completed when the value of the work executed under the contract reaches 85% of the contract value or assessed value whichever is less.
- d) The Mobilisation Advance granted shall be returned back to the Railway in case the work is not completed in the original contract completion period.

Note: The instruments as listed under Performance Guarantee vide Clause 4.3 (b) above will also be acceptable for Guarantee in case of Mobilisation Advance.

25. ADVANCE AGAINST PLANT & EQUIPMENT:(Applicable for Advertised tender of value more than Rs.1.00 crore)

- a) The tenderer/contractor may be granted a recoverable interest bearing advance for new machinery and equipment involving substantial outlay, brought to site and essentially required for the work, provided such plant and machinery advance is admissible as per the tender Conditions and he/they specifically applies for it while tendering, and competent authority approves the same. This advance shall be limited to a maximum of 10% of the contract value. This advance should not exceed 75% of the purchase price of such equipment and will be payable when such machinery/equipments are hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable bank guarantee for full cost of the plant and equipment from a Nationalised bank in India in a form acceptable to the Railway. The Bank Guarantee for advance should clearly cover principal plus interest. The plant and equipment shall be insured for the full value and for the entire period they are required for the work. The plant and equipment shall not be removed from the site of work without prior written permission of the Engineer-in-charge. The advance shall carry an interest of 14% per annum.
- b) The recovery of the advance and interest thereon will be made through every on account bills, pro-rata, commencing from the date the value of the work executed under the contract reaches 15% of the contract value or assessed value of the contract whichever is less and completed when it reaches 85% of the contract value.
- c) Interest will be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on account bill (through which recoveries of principal is effected) and adjusted fully against such on account bills along with pro-rata principal recovery. In the event of any shortfall, the same will be carried forward to the next on account bill and will attract interest at 14%
- d) No advance will be given against old plant and machinery.
- e) The Plant and Machinery advance granted shall be returned to the Railway in case the work is not completed in the original Contract Completion period.

26.0 PRICE VARIATION:

- 26.1 **General Price variation clause:** a) The rates quoted by Contractor and accepted by Railway Administration shall be firm & fixed and holds good till the completion of work and no claims shall be admissible on account of fluctuation in market rates, increase in taxes/any other levies, tolls, etc except that payment/recovery for overall market situation shall be made as per the price variation clause applicable to the contract.
- (b) Price variation clause as under is applicable for tenders of Advertised tender value more than Rs.50 lakhs irrespective of the contract completion period. Price variation clause is, however, not applicable to tenders of Advertised tender value less than or equal to Rs.50 lakhs. The price variation implies both increase as well as decrease in input prices and therefore price variation during the currency of the contract may result in extra payment or recovery as the case may be.
 - (c) No cognizance will be given for any sort of fluctuations in rates or taxes or other market conditions, etc for any individual item for the purpose of payment or recovery of any price variation or making adjustment in payments.
 - (d) The contract shall, however, be governed by the general price variation clause as under:
 - (i) Adjustment for variation in prices of material, labour, fuel, explosives, detonators shall be determined in the manner prescribed below:

The percentage component of various items in a contract on which variation in price shall be admissible shall be:

	Earthwork Contracts	Ballast Quarry products	Tunnelling contracts	Other contracts (Buildings & Bridges etc.,)
Labour components (P)	50%	55%	45%	30%
Fuel components (Z)	20%	15%	15%	15%
Material components(Q)	15%	15%	5%	40%
Explosive components(S)	--	--	15%	--
Detonator component (T)	--	--	5%	--
Fixed component	15%	15%	15%	15%

*Fixed component will not be considered for any Price variation.

(ii) If in any case, the accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway at fixed rate, such payments should be excluded from the gross value of the work for purpose of payment/ recovery of price variations.

(iii) The amount of variation in prices in the several components (labour, material, etc.) shall be worked out by the following formula.

$$(1) \quad L = \frac{R \times (I - I_0)}{I_0} \times \frac{P}{100}$$

$$(2) \quad M = \frac{R \times (W - W_0)}{W_0} \times \frac{Q}{100}$$

$$(3) \quad U = \frac{R \times (F - F_0)}{F_0} \times \frac{Z}{100}$$

$$(4) \quad X = \frac{R \times (E - E_0)}{E_0} \times \frac{S}{100}$$

$$(5) \quad N = \frac{R \times (D - D_0)}{D_0} \times \frac{T}{100}$$

L = Amount of price variation in labour.

M = Amount of price variation in materials.

U = Amount of price variation in fuel.

X = Amount of price variation in explosives.

N = Amount of price variation in detonators.

R = Value of the work done by the Contractor as per on account bill(s) excluding cost of materials supplied by Railways at fixed price during the quarter under consideration. The quarter under consideration will be the quarter of recording the measurement of the works. This will also

exclude specific payment, if any, to be made to the consultants engaged by the Contractors (such payment will be indicated in Contractor's offer).

- Io = Consumer Price Index Number for Industrial Workers - All India Published in R.B.I. Bulletin for the base period.
- I = Average consumer price Index number for industrial workers – All India –Published in RBI Bulletin for the three months of the quarter under consideration.
- Wo= Index number of Wholesale Prices - By groups and sub-groups - All commodities - as published in the RBI bulletin for the base period.
- W = Average Index Number of wholesale prices – By Groups and Sub Groups – All Commodities – as published in the RBI Bulletin for the three months of the quarter under consideration.
- Fo = Index number of Wholesale Prices - By groups and subgroups for Fuel, Power, Light and Lubricants as published in the RBI bulletin for the base period.
- F = Average Index Numbers of wholesale prices – By Groups and Sub Groups for fuel, power, light and lubricants as published in the RBI Bulletin for the three months of the quarter under consideration.
- Eo = Cost of explosives as fixed by DGS &D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period.
- E = Cost of Explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the three months of the quarter under consideration.
- Do = Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom, purchases of detonators are made by the contractor for the base period.
- D = Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom, purchases of detonators are made by the contractor for the three months of the quarter under consideration.
- P = % of labour component
- Q = % of material component
- Z = % of fuel component
- S = % of explosive component
- T = % of detonators component

NOTES

- 1) The index number for the base period will be the index number as obtained for the month of the opening of the tender and the quarter will commence from the month following the month of opening tender. In case the contract is decided by negotiation/counter offer, the base period will be the month of negotiation/counter offer.
- 2) The adjustment for variation in prices, if required, shall be made once every quarter in the on-account payments. If more than one on-account payment is made to the Contractor in a quarter, the adjustment, if required, shall be made in each bill.
- 3) While working out reimbursement/recovery due to variation in prices, the following will not be considered for price variation.

(a)cost of cement, steel and other items supplied by the Railway to the Contractor at a fixed price, and

(b) specific consultancy charges as per accepted offer.

- 4) Materials supplied free by the Railway to the contractors will not form part of the value of the contract entered into. This will fall outside the purview of the price variation clause.
- 5) The price escalation may be allowed on the basis of provisional indices made available by RBI. Any adjustment needed to be done based on the finally published indices is to be made as & when they become available.
- 6.1) In case, separate Price variation clause for STEEL/CEMENT is applied in contract, the percentage component of various items to be adopted for this purpose, **treating this work as other contracts (Building, Bridges etc.)** shall be as under:

Components	Existing percentage	Revised percentage
Labour components	30%	30% (No change)
Fuel components	15%	15% (No change)
Material components	40%	25%
Fixed component	15%	30%

- 6.2) These revised percentages will apply only in those contracts where Cement or Steel or both are involved. These revised percentages will **not** apply to other contract works like **Earthwork, ballast and quarry products, tunnelling works etc.** where no cement or steel is involved.
- 6.3) The revised weightage will be applied on the value arrived at after deducting the cost of Steel and Cement from the total contract value as under:
- 6.3.1) The value of R should be reduced by deducting the value of steel (Rs) and cement (Rc) for arriving at Price variation under the general price variation clause
- 6.3.2) Value of Rs (Value of Steel supplied) and Rc (Value of Cement supplied) will be worked out as per on account bill for the quarter under consideration.
- 6.3.4) Wherever rates for supply of steel and cement are exclusively available in contract, Rs and Rc shall be calculated taking agreement rates into consideration. In case of composite items where cost of Steel and Cement is inbuilt, actual quantity of Steel and Cement used shall be worked out based on design mix adopted/actual quantities consumed to arrive at the value of Rs and Rc based on the accepted rates for supply of Steel and Cement in the agreement.
- 6.3.5) Wherever rates for supply of steel and cement are not available in the contract, the prevailing rates for the respective period will be obtained by Railway from the authorised dealers of approved manufacturer / manufacturer itself and price variation will be arrived at. Such Price variation arrived will be binding on the contractor and no claim whatsoever will be entertained on this account.

26.2 PRICE VARIATION FOR CEMENT:

Price variation where cement is involved will be dealt as under :
(Ref.Rly.Board's Lr.No.85/WI/CT/7.Pt.I dated 18/19.4.2006):

- i) Prices of cement will be linked with the wholesale price index of the respective sub-groups as per RBI Index no. Accordingly, the formula for calculating the amount of variation on account of variation in prices of cement shall be as under:

$$Mc = \frac{Rc \times (Wc - Wco)}{Wco}$$

Where Mc = Amount of price variation in material (Cement)

Rc = Value of Cement supplied by the contractor as per on account bill in the quarter under consideration

Wc = Index number of Wholesale Price of subgroup (of Cement) as published in RBI bulletin for the first month of quarter under consideration.

Wco = Index number of Wholesale Price of subgroup (of cement) as published in RBI bulletin for the base period.

Notes:

- a) While working out reimbursement/recovery due to variation in prices, the cost of cement supplied by the Railway to the Contractor at a fixed price will not be considered for price variation.
- b) The index number for the base period will be the index number as obtained for the month of the opening of the tender and the quarter will commence from the month following the month of opening tender. In case the contract is decided by negotiation/counter offer, the base period will be the month of negotiation/counter offer.
- c) The adjustment for variation in prices, if required, shall be made once every quarter in the on-account payments. If more than one on-account payment is made to the Contractor in a quarter, the adjustment, if required, shall be made in each bill.
- d) The price escalation may be allowed on the basis of provisional indices made available by RBI. Any adjustment needed to be done based on the finally published indices is to be made as & when they become available.

26.3 PRICE VARIATION FOR STEEL:

26.3.1 Price variation for supply of Steel by contractors in works contract shall be as under (Railway Board's letter No.85/W.1/CT/7/Pt.1 dated 9.05.2008)

$M_s = Q (B_s - B_{s0})$ where

M_s = Amount of price variation in steel payable/recoverable.

Q = Weight of steel in tonnes supplied by the contractor as per the on account bill for the month under consideration.

B_s = SAIL's (Steel Authority India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.

B_{s0} = SAIL's ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

NOTES:-

- (a) Relevant categories of steel for the purpose of operating the above price variation formula based on SAIL's ex-works price plus Excise Duty thereof are as under:

Sl. No.	Category of steel supplied in the railway work	Category of steel produced by SAIL whose ex-works price plus excise duty thereof would be adopted to determine price variation.
1.	All types of reinforcement bars, wires and other rounds.	TMT 8 mm IS 1786FE 415/FE500
2.	All types and sizes of angles.	Angle 65 x 65 x 6 mm IS 2062 E 250A SK
3.	All types and sizes of plates	PM Plates above 10-20mm IS 2062 E 250A SK
4.	All types and sizes of channels and joists	Channels 200 x 75 mm IS 2062 E250A SK
5.	Any other section of steel not covered in the above categories and excluding HTS.	Average of price for the 3 categories covered under Sl.No.1,2,3 above.

- (b) The prevailing ex-works price of steel per tonne as on 1st of every month for the above categories of steel as advised by SAIL to the Ministry of Railways and as communicated by the Ministry of Railways to the Railways periodically shall be taken as Bs and Bso for this purpose. If the ex-works price is not advised by the Ministry of Railways within 6 months, the ex-works price obtained directly by the Railway from SAIL will apply. **Corrections as per the SAIL's ex-works prices will be applied as and when available.** No claim whatsoever, with regard to the ex-works prices obtained by the Ministry of Railways or by the Railway, raised by the contractor shall be admissible.
- c) While working out reimbursement/recovery due to variation in prices, the cost of steel supplied by the Railway to the Contractor at a fixed price will not be considered for price variation.
- d) The adjustment for variation in prices, if required, shall be made once every quarter in the on-account payments. If more than one on-account payment is made to the Contractor in a quarter, the adjustment, if required, shall be made in each bill.

26.4 PRICE VARIATION DURING THE EXTENDED PERIOD OF CONTRACT:

The price variation is payable /recoverable during the extended period of the contract also, provided the price variation clause was part of the original contract and the extension has been granted on administrative grounds i.e., under clauses 17 (Force Majeure) or 17-A(i), (ii) or (iii) of GCC. No price variation shall be payable to the contractor under any circumstances for extension granted under clause 17-B of GCC.

27. SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES:

27.1 The tenderer/contractor cannot claim any compensation in case any of his labour, machinery etc. idle due to exigencies such as execution of contract, land acquisition etc.

27.2 (Clause 63 of GCC): 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 General Manager and the General Manager 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 8,18,22(5),39,43(2), 45(a), 55, 55-A(5), 57, 57-A, 61(1),61(2) and 62(1) to xiii)B of the General Conditions of Contract or in any clause of the special conditions of 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 arbitration clause.

27.3 (Clause 64 (1) of GCC) Demand for Arbitration:

(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 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.

(ii) 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/itemwise. Only such dispute(s) or difference(s) 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.

(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.

(b) The Claimant shall submit his claim stating the facts supporting the claims alongwith all 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.

(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 thereafter, unless otherwise extension has been granted by the tribunal.

(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.

(iii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.

(iv) 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 Railway 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.

27.4 (Clause 64(2) of GCC) :- 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.

27.5 (Clause 64(3)of GCC) :Appointment of Arbitration Tribunal.

(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.10,00,000/- (Rupees Ten lakh only), the Arbitral Tribunal shall consist of a sole arbitrator who shall be a gazetted officer of Railway not below JA grade nominated by the General Manager in

that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

(ii) In case not covered by Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of panel of three Gazetted Railway officers not below, JA grade or two Railway gazetted Officers not below JA grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 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 the General Manager atleast 2 names out of the panel for appointment as the Contractor's nominee within 30 days from the date of despatch of the request by Railway. The General manager shall appoint atleast 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 the 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 Accounts Department. An Officer of Selection Grade of the accounts Department shall be considered of equal status to the officers in SA grade of other Departments of the railways for the purpose of appointment of arbitrators.

(iii) 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 reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

(iv) 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 arbitral tribunal should record the day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

(v) While appointing arbitrator(s) under Sub-Clause (i),(ii) and (iii) 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. 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.

(b) (i) The arbitral award shall state itemwise, 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.

(ii)The 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 and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

(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.

27.6 Clause 64(4) of GCC: In case of the tribunal, comprising of three members, any ruling or award shall be made by a majority of members of the tribunal in the absence of such a majority, the views of the presiding Arbitrator shall prevail.

27.7 Clause 64(5) of GCC: 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.

27.8 Clause 64(6) of GCC: 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 the railway Board from time to time and the fee shall be borne equally by both the parties. 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.

27.9 Clause 64(7) of GCC: Subject to the provisions of the aforesaid, arbitration and conciliation Act, 1996 and the rules thereunder and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

28.0 STAGE /ADVANCE PAYMENTS FOR ITEMS IN SCHEDULE INVOLVING SUPPLY OF MATERIALS FOR USE IN WORK :

28.1 STAGE/ADVANCE PAYMENT ON SUPPLY OF STEEL:

28.1.1 Stage/Advance Payment will be made by the Railways for steel ,physically brought to site by the contractor, before actual use in the work against irrevocable Bank Guarantee or Indemnity Bond (as the case may be) and on production of necessary records.

28.1.2 In case of contracts of values less than Rs.15 crores, Stage/Advance payment will be made on submission of irrevocable bank guarantee covering the advance amount. The Bank guarantee shall be valid upto the period covering actual use of steel in work.

28.1.3 In case of contracts of values more than Rs.15 crores, Stage/Advance payment is made on submission of indemnity bond covering the advance amount.

28.1.4 Stage/Advance payment for steel will be released subject to the following conditions:

a) The material shall be strictly in accordance with the contract specifications.

b) The steel shall be delivered at site and properly stored under covered sheds in measurable stacks.

c) The quantities of steel shall be brought to the site only in such instalments that would facilitate smooth progress of work and consumed in reasonable time. The payment will be restricted to a maximum of 30% of the schedule quantity at any point of time.

d) Proper accountal in the steel register to be maintained in the prescribed format at the site for the receipt and use of the steel.

e) Ownership of such steel shall be deemed to vest with the Railways.

f) Before releasing the stage payment, the contractor shall insure the steel at his own cost in favour of Railways against theft, misuse, damages, fire etc., and submit the insurance along with indemnity bond /Bank Guarantee covering the amount for steel.

g) Stage/Advance payment shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work.

h)The price variation claim for steel will continue to be governed as per extant PV clause and with reference to delivery at site.

i)The Stage/Advance payment will be made, only when the Engineer-in-charge or his authorized representative certifies that the said quantity of steel is received at site and entered in the register and that in his opinion the steel is actually required in accordance with the contract.

j)No Stage/Advance payment is permitted for steel required for temporary and enabling works.

28.1.5 Any Stage/Advance payment found to be made against the materials brought to the site in excess over the actual materials consumed in work shall be recovered from the contractor dues.

28.1.6 The contractor shall be bound to store the materials at site of work earmarked for the purpose by the Engineer-in-charge and shall not remove from the site nor use for any other purposes than exclusively for execution of the work for which the materials are intended for. Safe guarding of the materials is the responsibility of the contractor even if the material is deemed to be owned by the Railway and insurance etc., have been arranged by the contractor.

29. **SAFETY PRECAUTIONS AND MEASURES TO BE OBSERVED DURING EXECUTION OF ENGINEERING WORKS**

29.1 The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers. Any breach of the safety conditions for precautions and measures as specified hereunder and/or elsewhere in the tender document by the contractor and/or his agents/representatives affecting the safety of movement of trains, engines, or other rolling stock of the Railway, shall constitute a breach of contract by the contractor leading to termination of contract for default on the part of the contractor including recovery of damages

29.2 The works required to be done under traffic block shall be carried out only in the presence of Railway officials. The Railway supervisor shall certify safe conditions for passage of trains before resumption of traffic. The works to be done under traffic Block shall be carried out under the provision of banner flag and protection of engineering flagman

29.3 Safe practices at all times and non infringement to moving trains shall be ensured. Road vehicles, material trolleys, dollies etc which may have tendency to roll off towards the running lines shall be checked by providing chains, locking arrangements, blocks etc. Site incharge of the contractor shall be primarily responsible

29.4 All equipments like cranes, lifting jack etc shall be tested, duly calibrated and certified prior to use at construction site. They shall also have specific indications conforming that the operators handling them are trained in the safety precautions near track

29.5 Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear etc as approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing etc, protection with help of ropes, slings and temporary railings shall be provided.

29.6 All locations, where construction activity is in progress adjacent to existing railway lines, should be cordoned off with proper barricades. Barricades consisting of bamboo/casuarina poles and supported horizontally by similar bamboo/casuarina poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the centre line of track or as directed by the Engineer-in-charge. All the barricades are to be painted or struck on with red luminous

paint/strips at suitable intervals on the barricades. Barricade should be available at every stage of work as directed by the Engineer-in-charge and shall be maintained in perfect condition all the time.

- 29.7 Road vehicles employed by the contractor should have the certificate for its road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counselled, certified and are provided with photo Identity cards. Wherever the work requires the movement of road vehicle within a distance of 3.5 to 6m from the centre line of the nearest track, such work shall be done only in the presence of Railway's representative. The driver of the vehicle shall always face the track when reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.
- 29.8 The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the look out for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention. The contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any lookout men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard
- 29.9 All work sites shall be supervised by the contractor's representative and also a representative of the Railway Organisation. Whenever work of plying road vehicle within 6m zone is actually in progress, Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorised to carry out these duties. Authorisation will be issued to the individuals, by the representative of the Engineer-in-charge. Railway's supervisor will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, look-out men shall patrol the beat as identified by the representative of the construction organisation to ensure the safety of the running trains, especially from any infringement.
- 29.10 Working along side the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer-in-charge. Where night working is permitted, lighting of the work site as required should be done.
- 29.11 The following activity of work shall be carried out under supervision of railway engineer or his nominated supervisor:
- a) Excavation of foundation/Ground level near to Railway track.
 - b) Concrete casting and/or masonry very close to Railway track.
 - c) Erection of temporary structures near to running lines.
 - d) Casting of structures like girder/slab over railway track.
 - e) Stage-Prestressing of girder when placed across Railway tracks properly supported.
 - f) Launching of precast/pre-assembled girders across Railway track
 - g) Any work of lifting, side shifting and slewing of girders over the Railway track.
 - h) Dismantling of temporary structures, shutters, scaffolding, etc. Adjacent and above the Railway track.
 - i) Any track work/P&C work on the running line or adjoining to the running line.

j) Platform/structures/FOB/building works adjacent or over the running lines.

29.12 For carrying out above activities, the contractor's engineer shall furnish the construction programme in advance to railway Supervisor/Engineer. No such work should be taken up in absence of the supervising railway engineer.

29.13 For carrying out ROB/RUB works, the following additional precautions should be taken:

1. All the records of Quality Assurance/Quality Control, testing of the materials and satisfactory completion of an activity shall be maintained at site by the contractor's Engineer and Supervising Engineers. On the basis of these records, Railways' Engineer shall do stage-wise clearance of the work at following stages:

- i) Completion of foundation
- ii) Completion of substructure
- iii) Completion of superstructure

Without such stage clearance, the work in next stage of construction shall not be allowed by the Railway Supervisor, unless proper system of check and exercise is followed at the site.

2. Normally, the high beam PSC girders are designed with wider top flange and shorter bottom flange with very high beam which makes the girder unsuitable during lowering, slewing and launching time.

3. During launching of girders and subsequent adjustments for placement of bearings special attention and precautions are required at site to be followed rigorously without resorting to shortcut practices or leaving the work at site to untrained or inexperienced engineers. Normally, end diaphragms are not casted for the extreme both side girders. These shall to be casted min. 300 mm on both sides for all 'I' beam girders to provide temporary supports for ensuring stability.

Or,

For side adjustments and bearing placements below 'I' section girders, end brackets made of steel angles should be provided for all 'I' beams sequentially to avoid side tilting of individual girders. End brackets shall be removed only after placing girders on bearings and casting of diaphragms.

4. During lowering, the jacks shall be operated duly keeping wooden packing of various thicknesses fixing the amount of lowering to the barest minimum, so that even if the jack fails, the wooden packing will take load and further stability of girder is not endangered.

5. Temporary crib support staging shall be interlaced with clamps and angles. Adequate base width shall be maintained in proportionate to the height of stage, which is very essential for avoiding the ablong effect during launching of girders. During launching by RH girder method the movement of the PSC girders shall be controlled both from front and rear with winch mechanism having simultaneous operation, so that the speed of the launching is always under the control. Spare hydraulic jacks shall always be kept at side.

Lowering of girder shall always be carried out at one end only. Further, other end should be adequately secured by wire ropes, end brackets, etc. Thereafter, the alternate process shall be continued.

6. As far as possible launching of girders by temporary staging shall be avoided and launching by heavy capacity cranes, wherever feasible, shall be adopted.

7. Steel girder launcher if used for launching of PSC girders, should be pre-tested for the critical loading (likely to be encountered during actual launching) before deployment on the approaches regarding its strength as well as amount of permissible deflection using actual test PSC girder as a testing load. Connections at supports shall be inspected and certified. Prior to actual launching, it shall be adequately secured to the base support system on the pier cap

30.0 The contractor will be supplying with necessary plans, specification, details of Special Conditions etc. for execution of work as required by the Railway. However, Contractor shall make his own detailed plans, working arrangements, etc., to make smoother and faster construction and get the same approved by the Engineer-in-charge at his own cost. For this purpose, he can contact the Office of Chief Administrative Officer/Chief Engineer, Construction, South Western Railway, Bangalore Cantonment, PIN:560046.

31.0 Assignment or subletting of Contract:

The tenderer after awarding the work shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever. The permission if any, granted by the Railway on the specific request of the Contractor, will be restricted to a maximum value of 10% of total contract value.

Signature of Tenderer/Contractor
Name of Tenderer / Contractor :
Date :
Address :

Chief Administrative Officer
Construction, S W Railway,
18, Millers Road,
Bangalore – 560 046



PROFORMA - INST-I

No.

Office of the.....

Date:.....

EXPERIENCE CERTIFICATE

To whom so ever it may concern

(Issued for the purpose of quoting in SWR Construction tenders)

M/s/Sri (name and address of the contractor) is a working contractor of this unit and was awarded the following work. The relevant details of the work are as under:-

1.	Name of work:	
2.	Acceptance letter No. & Date:	
3.	Agreement No. & Date:	
4.	Value of work awarded (value of Agreement):	
5.	Date of commencement of work:	
6.	Whether work physically completed:	
7.	Date of completion:	
8.	Value of work completed as per last CC bill/final bill	
9.	Status of final bill	
10.	Scope of work (broad category of works i.e., the name of the work in the agreement on which work is completed)	Item Qty i) earthwork, ii) bridge work, iii) blanketing, iv) ballast v) - Civil Engineering work vi) Transportation vii) Track linking viii) Road works xi) Any other (please specify)
11.	Details of values of major components/works executed in the completed work.	Item Qty i) value of earthwork, ii) Value of blanketing, iii) Value of RCC, iv) Value of PSC, v) Value of structural steel, vi) Value of building vii) Any other (PI specify)

Deputy Chief Engineer/.....
.....department, Govt. of
.....Division/Circle,.....(City)
(PIN

Note:- The certificate issued by a Junior Administrative Grade officer or above of the department in Govt. of India or Superintending Engineer or above in State Govt. or equivalent official in other sections of the Governments only will be accepted.

PROFORMA – INST-II

STATEMENT OF COMPLETED WORKS IN THE LAST THREE FINANCIAL YEARS

SL.No	Name of the organisation	Name of work	Date of letter of acceptance	Place of work	Agt. value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed.
1	SOUTH WESTERN RAILWAY							
i)	Open line in the 7 Dns. of S.Rly							
ii)	CN Organisation under CAO/CN/MS							
iii)	CN Organisation under CAO/CN/BNC							
iv)	Metropolitan Transport Project under CAO/CN/MTP/MS							
v)	Railway Electrification Projects							
vi)	Others							
2.	Other Railways							
3	Other Public Sector undertakings							
4.	Private Sector							

The information furnished above are correct and complete, to the best of our / my knowledge and belief.

We are / I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage, as per Clause 20 of the Regulation for Tenders and contracts.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of the tenderer :

Name :

Dated :

PROFORMA - INST-III

STATEMENT OF WORKS ON HAND

SL. No	Name of the organisation	Name of work	Date of letter of acceptance	Place of work	Agt. value	Present Physical progress in % age	Financial progress completion	Balance work yet to be completed.
1	SOUTH WESTERN RAILWAY							
i)	Open line in the 3 Dns. of SW Rly							
ii)	CN Organisation under CAO/CN/BNC							
iii)	Others							
2.	Other Railways							
3	Other Public Sector undertakings							
4.	Private Sector							

The information furnished above are correct and complete, to the best of our/my knowledge and belief.

We are / I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to the rejected, at any stage.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.



Signature of the tenderer :

Name :

Date :

PROFORMA - INST-IV

LIST OF EARTHWORK MACHINERY, TOOLS, PLANT AND STAFF TO BE DEPLOYED ON THIS WORK:

a) **PLANT & MACHINERY**

i). Earthwork machinery

	Name of machine and description	Number that the tenderer will deploy on this work
(1) Own	_____	_____
	_____	_____
	_____	_____
(2) Arranging From others	_____	_____
	_____	_____
	_____	_____

ii) Plants & Equipments for concreting including testing equipments for concreting and soils.

	Name of machine and description	Number that the tenderer will deploy on this work
(1) Own	_____	_____
	_____	_____
	_____	_____
(2) Arranging From others	_____	_____

b) LIST OF PERSONNEL, ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK:

i) Available with the organization

Name	Designation	Qualification & Experience
-----	-----	-----
-----	-----	-----

ii) Proposed to be engaged from outside

Name	Designation	Qualification & Experience
-----	-----	-----
-----	-----	-----

If the above documents are not submitted by the tenderer or insufficient details/documents are submitted, the tender is liable to be rejected.

Signature of the tenderer
Name
Dated:

PROFORMA - INST-V

[PROFORMA FOR PERFORMANCE BANK GUARANTEE]

BANK GUARANTEE NO. _____
AMOUNT RS. _____
VALIDITY from _____
Valid upto _____
Last date for lodgement of claim _____

PERFORMANCE GURANTEE IN THE FORM OF BANK GUARANTEE

In consideration of the President of India acting through theSouth Western Railway,*(give full address of the Official/ Department)* (hereinafter referred to as the Government') having accepted vide letter No.....dated, the tender submitted by*(give full address of the contractor)* (hereinafter referred to as "the contractor(s), and agreed to grant a Contract for*(indicate the nature of contract works)* (hereinafter called the Contract) and whereas one of the terms agreed by the said Contractor, is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, i.e., Rs...../- (Rupees.....only) *(indicate PBG amount)* valid upto *(Indicate date - Currency period + 60 days)*, by way of security for the due observance of the terms and conditions, performance and fulfillment of the said contract, we....., *(indicate the name and full address of the bank)* (hereinafter referred to as the 'the Bank') at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no..... dated..... and Letter of Acceptance No..... dt..... within the time of.....*(Indicate date - Currency period + 60 days)* reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the Contractor under the said Contract, shall be actually performed in accordance with terms and conditions of the Contract to the full satisfaction of the Government.

2. We, the Bank, do hereby undertake to pay to the Government an amount not exceeding Rs.....against any loss and/or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Contract.

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

4. We, the Bank, do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contactor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

5. We, the Bank, do 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 as its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.

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

7. This Guarantee will not be discharged due to the 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 during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....200...

For.....

Seal and Signature(s) of the authorized
Official(s) with designation

Note:- Words appearing between asterisk “*” marks are for guidance only and not to be typed in the final / fair document of Bank Guarantee

SOUTH WESTERN RAILWAY

Tender Ref. No. : WFD-KQZ/01

Date : 10/11/2011

Project : 11536 WHITEFIELD-KOLAR NEW BG LINE (52.9 KMS)

Name of the Work :

Whitefield to Kilar New BG line - Fixing of boundary stones between Whitefield and Kolar stations on both sides of proposed BG alignment and supply of man power required for the project works

Name of the Tenderer / Contractor

Schedule Type : E Items of Works that are NOT covered by South Western Railway Schedule of Rates.

Tender Ref No : WFD-KQZ/01

Sl. No.	Description Of Schedule Item	Quantity	Rate	Unit	Amount
1	Supply and fixing boundary stones of size 1.30x0.25x0.25m including engraving "SWR" to size 125mm x 75mm and depth of 6mm on top of the stones and fixing the stones firmly at site with 0.70m height visible above ground level and 0.6m below ground level at earmarked location including excavation and concreting of 1:3:6 mix of size 0.40x0.40x0.70 with contractor's cement, materials and labour, with all lead and lift as directed by the Engineer-in-charge.	4600.00		each	
2	Painting the boundary stones above the ground level with red enamel paint (two coats) and the engraved "SWR" with yellow paint and serial numbering of the fixed boundary stones as directed by the Engineer-in-charge.	4600.00		each	
3	Providing the non-technical manpower to carryout miscellaneous/sundry works in the office/field between 08.00 hrs. and 20.00 hrs of the day, and accompany the railway staff with all expenses of transportation, accommodation, food, consumables, etc., with	600.00		perday	

Signature of Tenderer / Contractor

WFD-KQZ-01 Page 71 of 74

Schedule Type : E Items of Works that are NOT covered by South Western Railway
Schedule of Rates.

Tender Ref No : WFD-KQZ/01

Sl. No.	Description Of Schedule Item	Quantity	Rate	Unit	Amount
	all ascents, descents, taxes, octroi, cess, fees, duties, with contractor's tools and plants, materials, consumables, labour, crew, machineries with all lead and lift etc., complete as per special conditions specifications/ regulations and as directed by the Engineer-in-charge. NOTE:- The rate quoted is applicable per person per day.				
4	Providing Auto cad operator having full knowledge of Auto Cad capable of preparing drawings, completion plans, bridge drawings, building drawing, cross section having full knowledge of Auto Cad operation complete as directed by the Engineer-in-charge.	600.00		manday	
5	Providing skilled data entry operator having knowledge of computer typing speed not less than 40 words/minute having full knowledge of MS office etc., complete as directed by the Engineer-in-charge.	600.00		manday	
6	Supply of Graduate Engineers having qualification Degree(Civil) from recognized university to work in field for taking site details, preparing plans and also should has Auto CAD knowledge and also to assist Railway Engineer in field and office. The engineer should be prepared to work in Kolar-Chickkaballapur	18.00		month	

Schedule Type : E Items of Works that are NOT covered by South Western Railway
Schedule of Rates.

Tender Ref No : WFD-KQZ/01

Sl. No.	Description Of Schedule Item	Quantity	Rate	Unit	Amount
	Project or any other project within 150 km from Bangalore with all contractor expenses including boarding/loading etc., complete as directed by the Engineer-in-charge.				
7	Supply of Diploma Engineer to work in field and office having diploma(Civil) certificate from recognized institution having full knowledge of taking site details, preparation of plans by Auto CAD, having full knowledge of computer operation and also to assist the Railway both in field and office with all contractors travelling expenses boarding/lodging in out station as he should be prepared to work in Kolar - Chikkaballapur Project or any other Project within a distance of 150 km from Bangalore.	18.00		month	
8	Supply of ITI holder having ITI Civil having knowledge of such as preparing of drawing in the office having knowledge of computer operation of Auto CAD, MS Office to work in office as well as field.	24.00		month	
9	Supply of P.Way Supervisor having full knowledge of track work to assist SE/P.Way in field and also should be prepared to help at work spot when ever emergency, line block, period, should have knowledge of checking the gauge and other parameters of track complete with all	24.00		month	

Schedule Type : E Items of Works that are NOT covered by South Western Railway
Schedule of Rates.

Tender Ref No : WFD-KQZ/01

Sl. No.	Description Of Schedule Item	Quantity	Rate	Unit	Amount
	contractors arrangements at site in field with boarding/ lodging complete as directed by the Engineer-in-charge.				
10	Supply of Blacksmith having full knowledge of track, work setting of Points & Crossing and other track related works like cutting of Rail, drilling of holes with tools such as box hammer, Key hammer, hacksaw frames, cutting machines, drilling machines and any other tools which are required for track linking and maintenance. The contractor has to make arrangements to bear the cost of outside stay complete as directed by the Engineer-in-charge.	24.00		month	

(No. of Items TEN ONLY)

Schedule E Total

:

Rupees in Words (

Note :-

- 1.The tenderer may note that the above schedule consists of individual items. He has to quote individual rate and also amount against each item of the schedule both in words and figures clearly and without any overwriting. Every correction needs to be attested by the tenderer.
2. The quoted rate shall be complete in Rupees and no further fraction are permitted.
3. In case of ambiguity in rates quoted by the tenderer in words or figures, the rates quoted in words will only be taken into consideration.
4. If both the rates quoted in figures and words are not clear, the offer will be treated as invalid

Signature of Tenderer/Contractor
Name of the :
Tenderer/Contractor:
Date :
Address :

Chief Administrative Officer
South Western Railway
18, Millers Road
BANGALORE - 560 046