

Central Railway.

Bhusawal Division.

**ENGINEERING DEPARTMENT**

- Beginning of Tender Notice No. - DRM (W) Bhusawal/38/2011 dt.30-09-2011.  
(Pages 1 to 60 )-

<b>Tender Notice No. &amp; Date.</b>		<b>DRM (W) Bhusawal/38/2011 dt.30-09-2011.</b>	
<b>Tender No.</b>		<b>engg.38.11.t1</b>	
Name of work- Akola-Renovation of PRS, Concourse Waiting hall and General Toilet Block.			
<b>Approx. Cost in Rs.</b>		Rs.58,72,400/-	
<b>Earnest Money in Rs.</b>		Rs1,17,450/-.	
<b>Completion period</b>		SIX Months	
<b>Cost of tender booklet in Rs.</b>		<b>Rs.5 ,000/-</b>	
<b>Date of opening</b>		04/11/2011.	
<b>Last date of issue of tender.</b>	04/11/2011.	<b>Time of issue (upto)</b>	<b>: 11.00</b>
<b>Last date of receipt of tender</b>	04/11/2011.	<b>Time of receipt (upto)</b>	<b>: 15.00</b>

NAME OF TENDERER: \_\_\_\_\_

Contractor

for DRM (W) BSL

### INSTRUCTIONS TO THE TENDERERS.

1. (i) Tenderer may download the tender booklet / document from website <http://tenders.gov.in>.
- (ii) Tender booklet can be had on any working day between 11.00 hrs. upto 16.30 hrs. from the office of DRM(W) Bhusawal against payment of the cost of booklet from 20-10-11 upto 11.00 Hrs. of the date of opening of the tender i. e. 04/11/2011
- (iii) Prescribed Tender Forms can be obtained from the Office of the Divisional Railway Manager (Works), Central Railway, Bhusawal on CASH PAYMENT OF DETAILED BELOW AS PER SET PER WORK (NON-REFUNDABLE): - (Revised Value of Tender Booklet Cost as per GM(W)CSTM's L. No. W.187/R/A/Policy/II dt.25-5-2007).

SN.	Value of Tender.	Cost of Tender Form	
		In Person	By Post (MO)
1.	For works costing up to Rs.5 lakhs	Rs. 1,000/-	Rs. 1,500/-
2.	For works costing above Rs.5 lakhs & up to Rs.20 lakhs	Rs. 2,000/-	Rs. 2,500/-
3.	For works costing above Rs.20 lakhs & up to Rs.50 lakhs	Rs. 3,000/-	Rs. 3,500/-
4.	For works costing above Rs. 50 lakhs & up to Rs. 2 corers	Rs. 5,000/-	Rs. 5,500/-
5.	For works costing above Rs. 2 corers	Rs.10,000/-	Rs.10,500/-

**NOTE** Apart from above (a) If any plan/drawing is attached with the Tender Form, Rs.200/- per plan/drawing will be levied extra.  
**(b)** If the tender booklet is required by REGD. Post Rs. 500/- have to be paid in advance along with the cost of tender booklet.

2. (i) The sealed tender document should be dropped in Tender Box kept in the above office up to 15.00 hrs. on the prescribed day of opening i.e. 04/11/2011.

(ii) The tender will be closed at 15.00 hrs. (3.00 P.M.) And opened at 15.15 hrs of 04/11/2011. (iii) Tenders received after closing of the tender box and opening of the tender will not be entertained.

(iv) The tenderer should deposit requisite Earnest Money along with the tender booklet/form as under-

(a) EMD should be deposited in cash with Divisional Cashier, Central Railway, Bhusawal and produce money receipt to that effect along with tender form.

(b) **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 Nationalized Banks or by a Scheduled Bank** in favour of Sr. DFM, Bhusawal, Central Railway.

(c) **Revised Earnest Money** will be as under-

The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering. The earnest money should be as under		
	Value of the work (Tender Value)	Earnest Money for due performance of stipulation to keep the offer open till the date specified.
i)	For works estimated to cost up to Rs.1 Crore	2% of the estimated cost of the work
ii)	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

**Ref- Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007.**

**"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 Nationalized Banks or by a Scheduled Bank" (Ref- Railway Board's Letter No.2003/CE-I/4/Pt.I. dtd. 4/4/08)**

Standing Earnest Money at the rates indicated below :- (Note-The phrase "Standing or Permanent" stands deleted. As per Rly. Board's Corrigendum letter No. 2003/CE-I/CT/4/ PT.I dt.30-5-2006

(v) Tenders not accompanied with prescribed earnest money will be summarily rejected.

(vi) If any of the tenderer wants to be present at the time of opening of the tenders he may do so. The tenderers should attach their credentials along with their offer.

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for DRM (W) BSL

- (vii) In case tender documents are required by post, money order should be sent so as to reach this office minimum 15 days before the opening of the tender.
- (viii) Railway Administration will not be responsible for any postal delay.
- (ix) In case the prescribed opening day becomes holiday due to unavoidable circumstances the tender will be opened on the next working day at the same prescribed time and venue as mentioned in tender notice & for which no separate intimation will be given.
- (x) The tenderer can submit down loaded tender booklet through Web Site <http://tenders.gov.in>. However the requisite cost of the tender booklet should be accompanied along with the tender booklet in any acceptable form.
- (xi) Tenderer(s) who are submitting down loaded tender documents, must enclose with the tender booklet/form, the cost of tender documents **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 Nationalized Banks or by a Scheduled Bank** in favour of Sr.DFM, Central Railway, Bhusawal, payable @ Bhusawal. Tender offers not accompanying with the requisite cost of tender booklet as mentioned above will be summarily rejected.
- (xii) Contract will be awarded only to those tenderers who fulfill the prescribed minimum eligibility criteria and also with credentials for having successfully completed works similar to tendered work.
- (xiii) Only the original computer print out of the tender documents down loaded from the web site must be submitted. Photocopies are not acceptable. Tender submitted in photocopies of down loaded documents is liable to be rejected.
- (xiv) Tenderers are free to down load the tender document from the website at their own Risk & Cost for the purpose of perusal and to use the same as tender document. If so desired for submitting their offer, if the offer of the any tenderer who has submitted the tender document down loaded from the website is accepted, the contract agreement will be prepared based on the master copy of the document and will be binding on the contractor. The Railway does not owe any responsibility for any alteration/omission in the contents of the tender form uploaded on the website. No claim on this account will be entertained. The administration will not owe any responsibility, if website is not opened for down loading/uploading the tender documents or the tender documents is not fully download due to any technical snag.

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The prospective tenderers are advised to visit website <http://tenders.gov.in> before one week of the date of tender opening to note any changes/corrigenda of any tender.

(xv) **For the present tender, the Minimum Eligibility Criteria is applicable as per Rly. Board's L.N o.2007/CE/I/CT/18/Pt.XII dt. 31/12/2010)**

(xvi) **For the present tender the Price Variation Clause is applicable Railway Board's Letter No. 2008/CE.1/CT/Con/7 (PCE/GM) dt.15-12-2008**

**WARNING:** It is hereby brought to the notice of all prospective tenderer that if any change/additions/deletions/alterations are found to be made by them and the same is subsequently detected/noticed at any stage even after award of the contract; the necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.

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### 3. MINIMUM ELIGIBILITY CRITERIA

**The Minimum Eligibility Criteria for open tenders costing Rs.50 Lakhs & above as mentioned below:**

1)	Should have completed in last three financial years (i.e. current year and three previous financial years).	At least one similar single work, for a minimum value of 35% of advertised tender value of work. (i) Similar nature of works physically completed within the qualifying period, i.e. the last 3 financial years and current financial year will only be considered in evaluating the eligibility criteria. (ii) 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, paid amount including statutory deductions will be considered if final measurements have not been recorded OR if final measurements have been recorded and work has been completed with negative variation. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contractual value of work will be considered for judging eligibility.
2)	Total contract amount received during the last three financial years and in the current financial year.	Total contract amount received during the last three financial years and in the current financial year. Should be a minimum of 150% of advertised tender value of work.

**NOTE-** The Similar Nature of Work for Minimum Eligibility Criteria is defined as follows-

**as per GM (W) CSTM's letter No. W.187.R.A.VIII dt.10-01-2008 addressed to Sr.DEN (Co) BSL & others is reproduced below.**

Sub: Defining "Similar Nature of Work" for Minimum Eligibility Criteria in works tenders.

PCE has approved the following for defining "Similar Nature of Works" in respect of various tenders being invited on the divisions:-

<b>A.</b>		<b>Track works: -</b>
	Category (i)	<b>For Track works</b> – Any track works by manually or mechanical means involving deep screening or TSR or TRR or Casual Renewals or TWR or turnouts or dismantling of tracks etc.
	Category (ii)	<b>Execution of rail welds/supply of welding portion</b> – Any work involving execution of rail welding work/supply of welding portion of RDSO approved firm.
	Category (iii)	<b>For ballast supply work</b> – Any work of supply of ballast on cess or in depot.
<b>B.</b>		<b>Transportation work: -</b>
		Any work of transportation of materials by road or water supply by road tankers.
<b>C.</b>		<b>Bridge works: -</b>
		<b>Category (I):</b> Works involving specialized foundations like pile foundation, well foundation and PSC super structure.
		<b>Category (II):</b> Works involving light steel fabrication works, such as, FOB, Channel Sleeper works etc.
		<b>Category (III):</b> Works involving heavy steel fabrication works as in bridge girders for road and rail bridges.
		<b>Category (IV):</b> Works involving box/pipe pushing.
<b>D.</b>		<b>Other Civil Works.</b>
	Category (i)	Any type of civil work viz. building up to G+4 and structures work, pipe lines, inturning and jacketing of bridges, underground and overhead tanks, foundation treatment works in any Railway embankment/cutting, any earth work, cover over platform, bore wells, level crossing works including lifting barriers, cement concrete apron works etc.
	Category (ii)	Multi-stories buildings (G+4) – Works involving multi-storied buildings for residential/commercial purposes.
	Category (iii)	Horticulture works – Works involving horticulture activities.
	Category (iv)	Road works – Works involving construction of roads.
	Category (v)	Water Treatment Plant – any work involving water treatment plants, Chlorination plants, Filtration plants, Sewerage plants etc.
	Category (vi)	Hiring of vehicles – works involving hiring of cars, jeeps, trucks etc.

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In continuation of GM(W)CSTM's letter No. W.187.R.A.VIII dtd.22-01-2008 addressed to Sr.DEN(Co)BSL & others is reproduced below: -

**Defining "Similar type of work" in respect of minimum eligibility criteria in works tenders.**

The work of 'Painting of rail of main line track & important yard line', following categories are applicable for similar type of work.

(A) Tracks Works

(C) Bridge Works

(D) Other Civil Works

Category- (I)

or Category- (II) or (III)

or Category- (I)

In continuation GM(W) CSTM's letter No.w.460/BR/Tender/Genl/IV dtd. 20/9/2010 addressed to Sr.DEN(CO) BSL & Others is reproduced below:-

Defining : Similar nature of work for Painting of track girder bridges &ROBs

Criteria C : (Bridge Works)

Category II – works involving light steel fabrication/painting works, such as, FOB, channel sleeper works etc.

Category III- works involving heavy steel fabrication/painting works as in bridge girders for road and rail bridges.

In continuation CE (Works) CSTM L.No.W.187.R.A.IX dtd. 21/1/2011 foot note for FOB works approved by GM(W) CSTM as under.

'The tenderer must have carried out launching of steel girders/members across running lines using crane(s) in the qualifying single similar work"

In continuation CE(Works) CSTM L.No.W.187.R.A.IX dtd. 01/08/2011 foot note for FOB works approved by GM(W) CSTM as under. **Defining"similar nature of work for minimum Eligibility Criteria new FOB works in works tenders**

The tenderer must have carried out launching of main steel girders from column to column across running lines using crane(s) in the qualifying single similar work".

### **3.1 For the present tender similar work will be , D –Other civil works-**

Category (i) - Any type of civil work viz. building up to G+4 and structures work, pipe lines, inturning and jacketing of bridges, underground and overhead tanks, foundation treatment works in any Railway embankment/cutting, any earth work, cover over platform, bore wells, level crossing works including lifting barriers, cement concrete apron works etc.

## **4. For Building works/Ballast Supply tenders**

**"Certificate from Private Individuals for whom such works are executed/being executed should not be accepted. However, in case of certificate from non-Government/non-PSU Corporate Organization the Certificate should be from authorized signatory of the public limited company/institutions".**

**The Contractor should submit the following documents along with tender: -**

<b>a)</b>	List of personnel, organization available on hand and proposed to be engaged for the subject work.
<b>b)</b>	List plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
<b>c)</b>	List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of schedule completion of work. Date of actual start, actual completion & final value of contract should also be given.
<b>d)</b>	List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.
<b>In case of items (c) &amp; (d) above, supportive documents/certificates from the organizations with whom they worked/are working should be enclosed.</b>	

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## Beginning of Tender CERTIFICATE

We M/s ..... certify that we shall not alter the tender paper downloaded from the Internet site and in case of any alteration in tender paper our offer shall be summarily rejected and any action as deemed fit by Railways shall be binding on us.

Signature of the Tenderer

### TENDER FORM. **PART-I**

#### **REGULATIONS FOR TENDERS AND CONTRACTS**

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**REGUATIONS FOR TENDERS AND CONTRACTS  
FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS  
FOR ENGINEERING WORKS**

**MEANING OF TERMS**

1.1 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 of super session by special conditions of contract and/or special specifications, if any annexed to the Tender Forms.

1.2 **Definition:-** 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 Central 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 Railway and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway. (c) **“Chief Engineer”** shall mean the Officer in charge of the Engineering Department of Central Railway and shall also include the Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & 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 Central Railway and shall mean and include the Divisional Railway Manager of the Successor Railway. (e) **“Engineer”** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal and Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Constructions), Divisional Electrical Engineer & 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 Railway, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer/Chief Engineer (Construction), Senior Divisional Signal & Telecommunication Engineer/Deputy Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer (Construction) and shall mean & include the Engineers of the Successor Railway. (f) **“Tenderer”** shall mean the Person/the firm/co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns. (g) **“Limited Tenders”** shall mean tenders invited from all or some Contractors on the approved or select list of contractors with the Railway.

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

(i) **“Works”** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications. (j) **“Specifications”** Shall mean the specifications for materials and works of the Central Railway as specified in Part-III of the Works Hand Book issued under the authority of the Chief Engineer or as amplified added to or superseded by special specifications if any, appended to the Tender Forms.

(k) **“Schedule of Rates of the Central Railway”** shall mean the schedule of Rates issued under the authority of the Chief Engineer from time to time. (l) **“Drawings”** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

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

2.1 **Application for registration:-** 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. For this purpose, list of approved contractors shall 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.

A Contractor including a contractor who is already on the approved list shall apply to the nearest General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager, Chief Engineer/Chief Engineer (Construction), Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction) and Chief Electrical Engineer/Chief Electrical Engineer (Construction), furnishing particulars regarding:- (a) his position as an independent contractor specifying Engineering organization available with details or Partners/Staff/Engineers employed with qualifications and experience; (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants, etc., required for the work, maintained by him; (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories thereof; (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work; (e) his ability to supervise the work personally or by competent and duly authorized agents; (f) his financial position.

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

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

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

2.5 The list of approved contractors would be treated as confidential office record.

**TENDERS FOR WORKS-**

**3. Tender Form:** - Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. Tender Forms shall be issued on payment of the prescribed fees to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will, on payment of the prescribed fees, be furnished with tender forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works and an authorized copy of the current Income Tax Clearance Certificate without which their tenders will not be considered.

**4. Omissions and Discrepancies:-** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders 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 error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**5. Earnest Money:-** The tenderer shall be required to deposit earnest money with the tender for the due performance of the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender,

**Annexure-I.**

The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering The earnest money should be as under		
	Value of the work (Tender Value)	Earnest Money for due performance of stipulation to keep the offer open till the date specified.
i)	For works estimated to cost up to Rs.1 Crore	2% of the estimated cost of the work
ii)	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
<b>Ref- Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007.</b>		
As per R.B.Letter No.2003/CE-I/4/Pt.I. dtd. 4/4/08, The revised provision of GCC communicated vide item(i) and (ii) of S.No.1 of R.B.L.No.2003/CE-I/CT/4/Pt.I dtd. 12/16.5.2006 and 23/1/08 regarding the forms in which Earnest money may be accepted has been reviewed and Board have decided to amend the clauses as under :		
<b>"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 Nationalized Banks or by a Scheduled Bank"</b>		

(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, that after submitting his tender he will not resale 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 fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d)The Contractors approved for the works in various categories will have the option to deposit the Earnest Money for each individual works or furnish Standing Earnest Money at the rates indicated below:-(Note-The phrase "Standing or Permanent" stands deleted. As per Rly. Board's Revised Corrigendum vide letter No. 2003/CE-I/CT/4/ PT.I dt.30-5-2006 "The phrase Standing or Permanent stand deleted is substituted by the word "DELETED".)

(2)No part of this fixed lump sum deposit as Earnest Money can be accounted against the Security Deposit. A contractor has to make on the acceptance of his tender and on execution of an agreement. It may however, be noted by the contractors that this Earnest Money deposited by them is available for forfeiture to the extent specified, in cases where they tender but due to any circumstances fail to keep the offer open for the period specified in the tender documents. The earnest money should be in cash or in any of the following forms:-

(Note-The phrase "Standing or Permanent" stands deleted. As per Rly. Board's Revised Corrigendum vide letter No. 2003/CE-I/CT/4/ PT.I dt.30-5-2006 "The phrase Standing or Permanent stand deleted is substituted by the word "DELETED".)

(B)Standing or permanent earnest money may be accepted in the following forms:-Note:- The phrase "Standing or Permanent" stands deleted. As per Rly. Board's Revised Corrigendum vide letter No. 2003/CE-I/CT/4/ PT.I dt.30-5-2006 "The phrase Standing or Permanent stand deleted is substituted by the word "DELETED".)

**Note : Amendment to this clause included in the tender document.**

Contractor

for DRM (W) BSL



**6. 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, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor

**7. Right of Railway to deal with Tenders:-** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

#### **CONTRACT DOCUMENTS-**

**8. Execution of Contract Document:-** The Tenderer whose tender is accepted shall be required to appear in person at the office of the General Manager/General Manager (Construction) Chief administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be or it a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected 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. In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as here in before 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 to recover the damages for such default.

**9. Form of Contract Document:-** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

(a) For zone contracts awarded on the basis of the percentage above or below the Schedule of Rate Central 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, Annexure-II during the currency of the Zone Contract, work orders as per specimen form Annexure-III or IV for works not exceed Rs. 10,000/- each shall be issued by the Divisional Railway Manager/Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, valued at more than Rs. 10,000/- the contract documents required to be executed by the tenderer whose tender is accepted shall be either an Agreement as per specimen form Annexure-IV, or a work order as per specimen form Annexure-V as may be prescribed by the Railway.

ANNEXURE – 1

Central Railway

## TENDER FORMS [FIRST SHEET]

Tender Notice No- **DRM (W) Bhusawal/38/2011****Name of work-****Akola-Renovation of PRS, Concourse Waiting hall and General Toilet Block**

To,  
**The President of India,**  
**Acting through the DRM (W) Bhusawal.**  
**Central Railway.**

I / we, \_\_\_\_\_ have read the various conditions to the tender attached here to and agree to abide by the said conditions. I/ we also agree to keep this tender open for acceptance for a period of **90** days from the date fixed for opening the same & in default thereof, I/we will be liable for forfeiture of my / our "Earnest Money" I/we offer to do the work for \_\_\_\_\_ Railways, at the rate quoted in the attached schedule & hereby bind myself / ourselves to complete the work in all respects within **SIX months** from the date of issue of letter of acceptance of the tender.

2. I/we also hereby agree to abide by the General conditions of Contract corrected upto printed advance correction slip No. \_\_\_\_\_ dtd \_\_\_\_\_ and to carry out the work according to the Special Conditions of Contract and specifications of materials and works as laid down by Railway in the annexed Special conditions / specification & the \_\_\_\_\_ Railway works Hand Book Part III corrected upto printed upto advance correction slip No. --\_ dt. \_\_\_\_\_ Sanitary Works Hand Book corrected upto printed upto advance correction slip No. --\_ dt. \_\_\_\_\_ Schedule of rates corrected upto printed upto advance correction slip No. --\_ dt. \_\_\_\_\_ for the present contract.

3. A sum of **Rs1,17,450/-** is herewith forwarded as Earnest Money. The full value the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-

- a) I/we do not execute the contract documents within 7 days after receipt of notice issued by the Railways that such documents are ready &
- b) I/we do not commence the work within 15 days after receipt of orders to that effect.

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

Signature of witness.

I] \_\_\_\_\_

II] \_\_\_\_\_

\_\_\_\_\_  
Signature of Tenderer. [s]

Date.

Address of the Tenderer[s]

Contractor

for DRM (W) BSL

## ANNEXURE I

## TENDER FORM [SECOND SHEET]

1. Instructions to tenderers and conditions of tender – The following documents form part of tender / contract.
  - a] Tender forms – First sheet & Second sheet. b] Special conditions / specifications [ enclosed ]
  - c] Schedule of Approximate quantities [enclosed] . d] General conditions of contract & standard specification for materials & works as laid down in Works Hand Book & sanitary works Hand Book of Central Railway, as amended / corrected upto correction slip mentioned in First sheet of tender form copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief engineer, Central Railway \_\_\_\_\_ on \_\_\_\_\_ payment of Rs. \_\_\_\_\_ Rs. \_\_\_\_\_ & Rs. \_\_\_\_\_ respectively.
  - e] Schedule of rates Part I & II as amended / corrected upto correction slip mentioned in First sheet of tender form copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief engineer, Central Railway \_\_\_\_\_ on payment of Rs. \_\_\_\_\_ & Rs. \_\_\_\_\_ respectively. f] all general & detailed drawings pertaining to this work which will be issued by the engineer or his representatives [ from time to time ] with all changes & modifications.
2. **Drawings for the work:** The drawings for the work can be seen in the office of the \_\_\_\_\_ & / or chief \_\_\_\_\_ at any time during the office hours. The drawings are only for the guidance of tenderer[s]. Detailed working drawings [if required] based generally on the drawing mentioned above will be given by the Engineer or his representative from time to time
3. The tenderer [s] shall quote his / their rates as a percentage above or below the schedule of rates of the Central railway \_\_\_\_\_ as \_\_\_\_\_ applicable to \_\_\_\_\_ division except where he / they are required to quote item rates & must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.
4. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
5. The work is required to be completed within a period of **SIX Months** from the date of acceptance letter.
6. **Earnest Money:** a) The tender must be accompanied by a sum of **Rs 1,17,450/-** as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered. b) The tenderer(s) shall keep the offer open for a minimum period of **90** days from the date of opening of the Tender it is understood that the tender documents has been sold / issued to the Tenderer(s) and the Tenderer(s) is / are permitted to tender in consideration of the stipulation on his/ their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the \_\_\_\_\_ of \_\_\_\_\_ Railway. Should the Tenderer fail to observe or comply with the foregoing stipulations, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.
  - c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfilment of the contract. This amount of Security Deposit shall be forfeited if the tenderer (s) / contractor(s) fail to execute the Agreement Bond within 07 days after receipt of notice issued by the railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.
  - d) The Earnest Money of the successful tenderer(s) will, save as herein before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
7. Rights of the Railway to deal with tender – The authority for the acceptance for 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 & no tenderer [s] shall demand any explanation for the cause of rejection of his / their tender nor the railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer [s] deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the railway reserves the right to reject such tender at any stage.
9. If the tenderer[s] expires after the submission of his / their tender or after the acceptance of his / their tender, the railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
10. **Tenderer[s] credential** - Documents testifying tenderer's previous experience & financial status should be produced alongwith the tender or when desired by competent authority of the Central Railway.
 

Tenderer[s] who has / have not carried out any work so far on this Railway & who is/are not borne on the approved list of the contractors of Central Railway should submit along with his / their tender credential to establish-

  - i] His capacity to carry out the works satisfactorily ii] His financial status supported by bank reference & other documents. iii] Certificates duly attested & testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
11. Tender must be enclosed in a sealed cover, super-scribed "**Tender No. DRM (W) Bhusawal/ 38 /2011 & must be sent by registered post to the address of DRM (W) Bhusawal, Central Railway** so as to reach his office not later than **15.00 hours on 04/11/2011** or the deposited in the special box allotted for the purpose in the office of **DRM (W), Central Railway Bhusawal**. This special box will be sealed at **15.00 hours on 04/11/2011**. **The tender will be opened at 15.15 hours on the same day**. The tender papers will not be sold after **11.00 hours on 04/11/2011**.
12. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.

Contractor

for DRM (W) BSL

**13. Execution of Contract Document-** The successful tenderer [s] shall be required to execute an agreement with the President of India acting through the Central Railway for carrying out the work according to the General Conditions of Contract, Special Conditions / Specifications annexed to the tender & specifications for work & material laid down in the Works Hand Books Part III & Sanitary Works Hand Book of Central Railway as amended / corrected upto Correction slip mentioned in the tender form [ first sheet].

**14. Partnership Deeds, Power of Attorney etc.** - The tenderer [s] shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender & authorization to sign the tender document on behalf of partnership firm. If these documents are not enclosed, along with tender documents, the tenderer will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney & changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

**15.** The tenderer whether sole proprietor , a limited company or a partnership firm if they want to act through agent or individual partners[s] should submit alongwith the tender or at later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he / they partner [s] of the firm or any other person specifically authorizing him / them to submit the tender , sign the agreement, receive money , witness measurements, sign measurement book, compromise, settle, relinquish any claims preferred by the firm & sign “ No Claim Certificate “ & refer all or any dispute to arbitration.

**16. Employment / Partnership etc. of Retired Railway Employee** - a] Should a tenderer be a retired Engineer of the Gazetted rank or any other gazetted officer working before his retirement whether in the executive or Administrative capacity, or whether holding a pensionable post or not , in the \_\_\_\_\_ Department. of any of the railways owned and Administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired Engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its director, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such engineer or gazetted officer from the said service & in case where such engineer or officer had not retired from Govt. service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf , shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that, no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

b] Should a tenderer or contractor being an individual on the list of approved contractors, have a relative [s] or in the case of partnership firm or company of contractors one or more of his share holder [s] or a relative [s] of the shareholder [s] employed in gazetted capacity in the \_\_\_\_\_ Deptt. of the Central Railway, the authority inviting the tenderers shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified / rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contracts.

Signature of Tenderer(s)

Date \_\_\_\_\_

(Signature)

( designation)

**Central Railway.**

**ANNEXURE I contd...- TENDER FORM (THIRD SHEET)**

Name of work \_\_\_\_\_

**SCHEDULE OF RATES AND QUANTITIES**

Sr.No	Item No	Description of item of work	Approximate quantity	Unit	Rates in figures and in words		Amount	
					Rs.	P	Rs.	P
1	2	3	4	5	6		7	

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

I/we undertake to do the work at \_\_\_\_\_ % above/below the schedule of Rates of the Central Railway as applicable to \_\_\_\_\_ division or at the rates quoted above for each item

Date \_\_\_\_\_

Signature of the Tenderer(s)

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

Contractor

for DRM (W) BSL

**ANNEXURE II****AGREEMENT FOR ZONE CONTRACT**

CONTRACT AGREEMENT NO. \_\_\_\_\_ Dtd \_\_\_\_\_ 20 \_\_\_\_\_ ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between the president of India acting through the \_\_\_\_\_ Railway hereinafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor" of the other part.

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

(a) New works, additions and alternation to existing structures, special repair works and supply of building material subject to the contract value for such works not exceeding Rs. \_\_\_\_\_

(b) All ordinary repair and maintenance works at any site between KM \_\_\_\_\_ and Kilometer \_\_\_\_\_ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at \_\_\_\_\_ % above /below the schedule of Rates of the Central Railway, Part-I corrected upto Printed/ Advance correction Slip No. \_\_\_\_\_ dtd \_\_\_\_\_ and Schedule of Rates, Part-II corrected upto Printed /Advance correction slip No. \_\_\_\_\_ dtd \_\_\_\_\_ and standard specifications of the Central Railway contained in Works Hand Book, Part-III corrected upto Printed /Advance correction slip No. \_\_\_\_\_ dtd \_\_\_\_\_ and Sanitary works Hand Book corrected upto Printed /advance correction slip No. \_\_\_\_\_ dtd \_\_\_\_\_ and the special conditions and special specifications if any in conformity with the drawings (if any) that will be issued with the work Order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor \_\_\_\_\_

Designation \_\_\_\_\_ (Rly  
(for President of India))

Address \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of witness with address to  
signature of contractor

witness \_\_\_\_\_

**ANNEXURE III****WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO. \_\_\_\_\_ DATED \_\_\_\_\_ 20 \_\_\_\_\_

UNDER CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

Name of work \_\_\_\_\_ (site) \_\_\_\_\_

Schedule of drawings \_\_\_\_\_

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

The Contractor (s) \_\_\_\_\_ is/are hereby ordered to carry out the following works at \_\_\_\_\_ % above/below the schedule of Rates of the \_\_\_\_\_ Railways Part I corrected upto Printed/Advance Correction Slip No. \_\_\_\_\_ dated \_\_\_\_\_ and schedule of Rates. Part II corrected upto Printed/Advance Correction Slip No. \_\_\_\_\_ Dated \_\_\_\_\_ of \_\_\_\_\_

Division under Zone Contract Agreement here-in-before referred to:-

Sr. No.	Item No.	Description of Item of work	Approximate Quantity	Unit	Rates in figures and in words	Amount				
						Rs.	P.	Rs.	P.	
3	4	5	6	7				1	2	

Total approximate value of work

This should be rate of Division concerned.

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 corrected upto Printed/Advance Correction Slip No. \_\_\_\_\_ dated \_\_\_\_\_

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

\_\_\_\_\_ Division, Central Railway Dated \_\_\_\_\_

For PRESIDENT OF INDIA

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings here to annexed and in accordance with the General and Special (if any) Conditions of Contract corrected upto Printed/Advance Correction Slip No. \_\_\_\_\_ dated \_\_\_\_\_ and the Standard Specification of \_\_\_\_\_ Railway contained in works

Hand Book Part III corrected upto Printed/Advance Correction Slip No. \_\_\_\_\_ dated \_\_\_\_\_

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

a) Repair and maintenance work including white/colour washing three calendar Months from date of completion.

b) All new works except earth work-Six calendar months from date of Completion.

Contractor \_\_\_\_\_

Designation \_\_\_\_\_ Rly  
(For President of India)

Witnesses \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

Contractor

for DRM (W) BSL

**ANNEXURE IV** **CENTRAL RAILWAY**  
**CONTRACT AGREEMENT NO.** ..... **DATED** .....

ARTICLES OF AGREEMENT made this ..... Days of ..... 20 ..... between the President of India acting through the Railway Administration here in after called the "Railway" of the one part and ..... hereinafter called the "Contractor" of the other part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works ..... setforth in the schedule hereto annexed upon the General Conditions of contract corrected upto Printed/Advance Correction Slip No. .... dated ..... and the specifications of the Central Railway contained in the Works Hand Book, Part III, corrected upto Printed/Advance Correction Slip No. .... dated ..... and Sanitary Works Hand Book corrected upto Printed/Advance Correction Slip No. .... dated ..... and the schedule of Rates of the Central Railway, corrected upto Printed/Advance Correction Slip No. .... dated ..... and the special conditions and special specifications, if any, and in conformity with the drawings here-in annexed AND WHEREAS the performance of the said works is and act in which the public are interested.

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

Contractor .....

Designation ..... Rly.

(For President of India)

Date .....

Address .....

Date .....

Signature of witnesses with address to

Witnesses .....

Signature of contractor

**ANNEXURE V**

**WORK ORDER FOR WORKS**  
**(Valued at over Rs.10,000/-)**

**WORK ORDER NO.** ..... **DATED** .....

Name of work ..... (site) .....

Schedule of drawings .....

Authority ..... Allocation .....

Mr./Messres ..... Contractor/Contractors having agreed with the Railway is/are hereby ordered to carry out the works setforth in the schedule below in accordance with the General Conditions of Contract corrected upto Printed/Advance Correction Slip No. .... dated ..... and the Standard Specifications of the Central Railway contained in Works Hand Book, Part III, corrected upto Printed/Advance Correction Slip No. .... dated ..... the schedule of rates, part II corrected upto Printed/Advance Correction Slip No. .... date ..... and special conditions and special specifications, if any, and in conformity with drawings annexed hereto at the rates specified in the said schedule and complete the same on or before the ..... day of ..... 20 ..... and maintain the said works for the period of ..... form the certified date of the completion. The quantities setforth in the said schedule shall be considered approximate and subject to variation under clause 42 of the General Conditions of Contract.

Contractor

for DRM (W) BSL

**CONTRACTOR'S AGREEMENT**

I offer to do the work at the rates entered in the schedule of rates on the reverse which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work I am only given a place to work in or to deposit materials on, and that I have no claim to more than one unit of work as entered in the Schedule of Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in charge, who may; reject and decline to pay for whatever may be in his opinion interior or defective or either and I agree that the Standard Specifications contained in the Works Hand Book Part-III, corrected up to Printed/Advance Correction Slip No..... dated..... and Sanitary Works Hand Book corrected up to Printed/Advance Correction Slip No..... dated..... of Central Railway in so far as they are not over rule by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the ..... Engineer.

I agree that my work may be stopped at any time by the .....Engineer on his giving me or my agent on the works seven days notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arise on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the ..... for the time being of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims, which may be made under Workmen's Compensation Act 1923.

WITNESS

CONTRACTOR

Name.....

Name.....

Address.....

Address.....

Note: - If the agreement is for a work for which a special act of the Legislature exist. E.g. the Indian Mines Act the agreement should include a clause indemnifying the Railway against all claim arising of provision of such act.

I agree to pay the rates at .....% above/below schedule of rates as applicable to ..... Division set-forth in the schedule of rates herein for finished and approved work.

.....Engineer

.....Division. Central Railway

For PRESIDENT OF INDIA

Date.....

I/We agree to complete the works herein set-forth on or before the date specified herein and to maintain the same for a period of ..... calendar month from the certified date of their competition and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set-forth therein.

Signature of witnesses

Contractor.....

With addresses, to 1.....

Address.....

Signature of contractor 2.....

Date.....

**ANNEXURE-VI****WORK ORDER FOR WORKS**

..... **Division**

WORK ORDER NO..... Original/Duplicate/Triplicate No.....dated.....20

I/We will carry out the following work according to the agreement at back.

**SCHEDULE OF RATES.**

Particulars	Rates (Rs.)	Per	Remarks.
-------------	-------------	-----	----------

WITNESS

CONTRACTOR

Name.....

Name.....

Address.....

Address.....

I agree to pay the above mentioned rates for finished and approved work.

Dated.....200

.....Engineer.

Contractor

for DRM (W) BSL

Sr. No.	Description of work	Unit	Estimated cost.(Rs.)	Percentage rate (In Fig. and words.)
1	Execution of items of works_as per schedule-I <b>PART (A)</b>	%age above /below/at par	41593.15	
2	Execution of items of works_as per schedule- III <b>PART(C)</b>	%age above /below/at par	901100.05	
3	Execution of items works as per schedule-IV <b>PART(D)</b>	%age above /below/at par	1900592.60	

Note: 2) Tenderers are not required to quote item wise rates for Schedule i.e. Schedule — I, III, IV. In case any contractor/Tenderers quotes unified percentage for each schedule and item wise rates against individual items also, no cognizance would be taken for the item wise rates quoted.

Note: 3) Tenderers are required to quote one rate for one schedule at specified place in this sheet only. Rate quoted anywhere else, bifurcated rate or rates for individual items for a schedule may not be considered.



**Schedule of N.S. Items.**

Sr. No.	Schedule	NS items No.	Description	Quantity	Unit	Unit rate to be quoted by contractor. (In fig. and words)	Amount. (Rs.)
1	II PART (B)	NS-1	Chipping & removing loose concrete cover etc. up to steel reinforcement for beam slab -----	150.00	M2		
2		NS-2	Cleaning the scales of exist corroded reinforcement with wire brush etc., to remove rust, scales of existing column, beam, slab and treating the exposed steel bars -----	150.00	M2		
3		NS-3	Providing and applying 2 coats of anti-corrosive protective coating (IPNET-RB) on exposed -----	150.00	M2		
4		NS-4	Providing and applying epoxy bonding coat of non RE-Emulsifying water based epoxy (EL-MONOBOND bonding)----- ---.	150.00	M2		
5		NS-5	Applying modified mortar with in ratio of CM 1:3 using clean, graded quartz sand (2.36 mm downgraded) including addition of corrosion inhibitor KP-200 @ 1% of cement and addition of micro silica fumed silica @ 5% cement weight----- (a) Up to thickness 20 mm.	150.00	M2		
			(b) Up to thickness 40 mm.	150.00	M2		
6		NS-6	Providing and fixing in position MS weld mesh of size 25x50x3 mm over the beams, columns, slab, wall surface.----- -----.	150.00	M2		

Contractor

for DRM (W) BSL

7		NS-7	Providing and carrying out injection grouting with low viscosity high molecular weight (MONOP or equivalent) -----	150.00	P/kg		
8		NS-8	Providing and fixing with drill 16 mm dia holes (75 mm) deep with power drill to fix 12 mm dia aluminum performed tube at about 300 mm CC -----	1500.00	Per No.		
9	III PART (C)	NS-9 NGP-	Providing and fixing of Sintax wall cladding shall made out of SPUF-144 extruded PVC section of size 250mm x 6mm -----	50.00	M2		
10	IV PART (D)	NS-RDSO -1	Providing and fixing 30 mm thick Rajshri or similar brand solid PVC door shutter ( confirming to criteria of testing as per IS-4020- with up to date amendments) consisting of frame made out of MS tubes to 19 gauge thickness and size of 19mm x 19 mm to stiles and 15 mm x 15 mm for top and bottom rails MS frames should have coat of steel primers of approved made and manufacture MS frame should be covered with 5 mm thick heat moulded" -----	12.00	M2		
11		NS-RDSO -2	Providing and fixing PVC Door frame ( choukhat) of size 50 mm x 47 mm is made out of 5mm thick sheet properly joined with solvent cement adhesive as per sectional view a mild steel square tube of size 19 mm of 19 gauges is inserted in side to give extra structural strength. -----	40.00	M		

**Note: Contractor has to quote unit rate for N.S.items of Schedule as shown above.**

**Special Condition** "Tenderer shall not quote any special condition. In case special conditions are quoted by the tenderer and same is not accepted by the Railways and if the offer refused by the tenderer with Railways stipulations on special conditions quoted by the tenderer, the Earnest Money deposited by the tenderer shall be forfeited.

Name of work-(I) Renovation of PRS, Concourse Waiting hall and General Toilet block (DWP 2011-12)						
Sr.No.	Item No.	Description of work	Qty	Unit	Standard Rates for	Amount in Rs.
<b>PART(A)DISMANTLING WORK</b>						
1	19102	Dismantling cement concrete.	25.00	M3	267.65	6691.25
2	19103	Dismantling reinforced cement concrete.	8.00	M3	462.15	3697.20
3	19109	Dismantling brick or stone or cement hollow blocks in cement mortar.	100.00	M3	138.95	13895.00
4	19114	Removing glazed tiles in dado (carefully, with least damage to the tiles).	300.00	M2	11.15	3345.00
5	19117	Removing G.I. Sheet, A.C. Sheet in walls and roof including ridges.	300.00	M2	2.05	615.00
6	19118	Dismantling 40 mm. to 100 mm. thick Shahabad, Salaiya or Dhaura stone flooring.	70.00	M2	6.25	437.50
7	19119	Dismantling wood work.	2.00	M3	293.65	587.30
8	19120	Removing door with or without ventilator including frames.	20.00	Each	29.30	586.00
9	19121	Removing windows with or without ventilator including frames.	22.00	Each	28.45	625.90
10	19123	Dismantling steel work, up to a height of 10 metres.	2.00	Tonne	458.85	917.70
11	19128	Removing G.I. pipes up to 50mm. dia. including excavation and refilling.	50.00	M	5.95	297.50
12	19131	Removing flush down system, lavatory pan and flushing tank carefully.	8.00	Each	77.60	620.80
13	18110 A/2	Carriage by trucks-(No other item of loading, unloading or lead jup to 500 Mts. Shall be paid when this item is operated.	250.00	36.36	M3	9090.00
14	18110 A/8	Carriage by trucks-(No other item of loading, unloading or lead jup to 500 Mts. Shall be paid when this item is operated.	6.00	31.16	Tonne	187.00
		Total for MS Items				41593.15
Name of work-(II)Renovation of PRS Concourse Waiting hall land General Toilet block(DWP 2011-12)						
Sr.No.	Item No.	Description of work	Qty	Unit	Standard Rates for	Amount in Rs.
<b>PART (B) Strengthening of RCC slab of booking office/waiting hall building.</b>						
1	NS-1	Chipping & removing loose concrete cover etc. up to steel reinforcement for beam slab column by chisel and hammer including safe scaffolding cleaning the place etc and carting away the debris as directed.	150.00	M2		
2	NS-2	Cleaning the scales of exist corroded reinforcement with wire brush etc., to remove rust, scales of existing column, beam, slab and treating the exposed steel bars as well as the additional reinforcement with a single coat of	150.00	M2		

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		BI-polar migratory concrete penetrating corrosion inhibitor (9EPCO-KP-100) by spray over the concrete surface at coverage of 4M2/lit to be followed by rinsing the coated surface of residual material by clean water.				
3	NS-3	Providing and applying 2 coats of anti-corrosive protective coating (IPNET-RB) on exposed reinforcement and mesh by brush, gap between 2 coats to be min. 24 hrs. Complete as directed.	150.00	M2		
4	NS-4	Providing and applying epoxy bonding coat of non RE-Emulsifying water based epoxy (EL-MONOBOND bonding) between the old and new polymer based concrete or mortar/modified concrete or mortar complete as directed.	150.00	M2		
5	NS-5	Applying modified mortar with in ratio of CM 1:3 using clean, graded quartz sand (2.36 mm downgraded) including addition of corrosion inhibitor KP-200 @ 1% of cement and addition of micro silica fumed silica @ 5% cement weight and on addition of super plasticizer superean 100 @ 1 % of cement weight and including with 125 gr. of KRI-FIB polymer fiber per 50 kg of cement or all height and level with 3 days of water curing and 5 days air curing including finish smooth to proper line and level. (a) Up to thickness 20 mm.	150.00	M2		
		(b) Up to thickness 40 mm.	150.00	M2		
6	NS-6	Providing and fixing in position MS weld mesh of size 25x50x3 mm over the beams, columns, slab, wall surface. Fixing the same with nail/track weld/GI binding wire complete as directed.	150.00	M2		
7	NS-7	Providing and carrying out injection grouting with low viscosity high molecular weight (MONOP or equivalent) with mechanical gun with compressed air as pressure of 2 kg/Cm2 all complete as directed by engineer-in-charge.	150.00	P/kg		
8	NS-8	Providing and fixing with drill 16 mm dia holes (75 mm) deep with power drill to fix 12 mm dia aluminum performed tube at about 300 mm CC using polymer mortar for fixing allow polymer mortar to cure for 1 day and then carry out low vicious epoxy or cement as per the mix proportion injection to be carried out with electrically operated grout pump at the pressure of about 2 kg/Cm2 for cement. After 24 hrs. Remove the nipples and plug with polymer modified mortar.	1500.00	Per No.		
<b>Note:-1) Contractors are requested to quote their separate unit rates for NS items.</b> <b>2) Rates includes removing the existing PVC ceiling for strengthening work of part-B and after completion refix the same in appropriate location as desired by Engineer in charge at site.</b>						

Name of work (III) Akola Renovation of PRS, Concourse Waiting hall land General Toilet block.							
Sr.No	Item No.	Description of work	Qty	Unit	Standard Rates for	Amount in Rs.	Qty. of Cement bags
<b>PART(C) Renovation to existing Waiting hall to accommodate of PRS Office.</b>							
1	01402	Excavation to Railway's specification in ordinary soil, black cotton, red soil, sandy loam, clay or soft murum	20.00	M <sup>3</sup>	62.90	1258.00	
2	02102	Cement concrete 1:2:4 in foundation with 25 mm graded stone aggregate with shuttering as required.	5.00	M3	1738.20	8691.00	6.50
3	02104	Cement concrete 1:3:6 with 40 mm graded stone aggregate for all works in sub-structure & superstructures including all types of shuttering/centring etc. complete.	5.00	M3	1695.25	8476.25	4.50
4	02208 /A	Reinforced controlled cement concrete M25 excluding reinforcement. (a) In foundations including shuttering, dewatering etc. except raft and pile foundations.	8.00	M3	2587.65	20701.20	As per design mix
5	02208 /B	Reinforced controlled cement concrete M25 excluding reinforcement. (b) In columns, lintels, beams, etc. using plywood/ steel shuttering and staging.	4.00	M3	3065.75	12263.00	As per design mix
6	02208 /C	Reinforced controlled cement concrete M25 excluding reinforcement. (c) In walls, floors, slabs, chajjas, etc. using plywood/ steel shuttering and staging.	4.00	M3	3399.10	13596.40	As per design mix
7	02301 /II	Supplying, transporting and fixing in all positions High yield strength deformed bars of various diameters conforming to IS: 432 or IS-1786 (Grade Fe415) for reinforced cement concrete works including cutting, bending, hooking as per procedure specified in IS-2502, binding with 18SWG galvanized iron wire including all lead and lift with contractor's tools and plants, labours, materials, etc. complete as per specifications and directions of Engineer-In-Charge.(B) For Tor Steel bars.	1.50	MT	22046.60	33069.90	
8	04201 /B	Brick masonry IInd sort in foundations and plinth – (b) In cement mortar 1:6	7.00	M3	1158.65	8110.55	1.46
9	04202 /B	Brick masonry IInd sort in superstructure:(b) In cement mortar 1:6	45.00	M3	1217.50	54787.50	1.46
10	05205 /B	Plastering over all types of surface like concrete, masonry, etc. 15mm. thick, including required surface preparations, excluding removing old plaster. (b) In cement mortar 1 : 4	399.00	M2	49.10	19590.90	0.130
11	05210	Providing lime punning with lime mortar 1:1 (lime putty, 1 fine sand) as per Railways specification of minimum 3mm thickness, so as to give neat smooth finish. (Item to be operated in the interiors, in place of old neeru finish item).	200.00	M2	9.80	1960.00	

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12	07216 /A	Granite stone work in floor and dado with 20 mm thick granite stone over 20mm thick (average) cement mortar 1:4 and jointed with cement slurry and matching coloured filling of joints etc. complete including use of steel/Brass/ copper clamps for proper and strong fixing, if necessary. a) Granite superior quality black.	100.00	M2	2007.55	200755.00	0.172
13	07216 /D	Granite stone work in floor and dado with 20 mm thick granite stone over 20mm thick (average) cement mortar 1:4 and jointed with cement slurry and matching coloured filling of joints etc. complete including use of steel/Brass/ copper clamps for proper and strong fixing, if necessary. d) Granite superior quality red "RBI" Red.	75.00	M2	2327.30	174547.50	0.172
14	07302	1: 2: 4 cement concrete in floors 100 mm thick with 20 mm graded stone aggregate	125.00	M2	181.75	22718.75	0.64
15	07411 /B	Supplying and fixing ceramic tiles of specified size and colour in floors and dado with requisite matching colour cement and requisite neat cement for joints and beddings laid over cement mortar 1:4 bedding 20 mm thick (average) including any special cornices, corners, angles, tiles, etc. complete (rate includes making patterns and borders by different coloured tiles as approved). (b) Other than plain tiles of size upto & including 30cm x 30cm, 6.5 to 7.5mm thick.	50.00	M2	479.50	23975.00	0.222
16	07411 /D	Supplying and fixing ceramic tiles of specified size and colour in floors and dado with requisite matching colour cement and requisite neat cement for joints and beddings laid over cement mortar 1:4 bedding 20 mm thick (average) including any special cornices, corners, angles, tiles, etc. complete (rate includes making patterns and borders by different coloured tiles as approved). d) Other than plain tiles of size above 30 x30cm, minimum 10mm thick	125.00	M2	631.80	78975.00	0.222
17	07602	150 mm thick rubble soling, hand packed.	60.00	M2	58.80	3528.00	
18	08207	Providing and fixing factory made precast door/window frames of C C M-40 grade of section 100 mm & 60 mm including reinforcement as per IS 6523, with polymeric blocks, having screw holding capacity of 250 Kg. per screw, fixed in position in RCC frame as per requirement, without fanlight but including hold fast, fixing and two coats of synthetic enamel paint of approved colour etc. complete. Fixing shall including breaking of masonry, if required and erecting but shall exclude cost of concrete for hold fast (Horns if any shall not be measured).	10.00	M	105.25	1052.50	
19	08306 /B	Providing and fixing wooden flush doors with block board solid core and commercial face veneers ply 3 mm thick, IS-303 on each side, internally lipped boded with phenol formaldehyde synthetic resin adhesive, of boiling water resistant grade, hot pressed, including aluminium fittings and brass chromium plated mortice lock of 65mm size. The aluminium fittings shall be 100mm long 3.2mm thick 3 Nos. butt hinges, 150mm long tower bolt and 100mm long aluminium door handle 2 Nos. each.(b) 35mm finished thickness (for above 1.5 m2 shutter area)	8.00	M2	810.50	6484.00	

20	08406	Providing, cutting and fixing decorative plastic laminate of 1.5 mm nominal thickness on existing plywood faced work, using synthetic resin adhesive conforming to IS-848 glossy or matt finish	8.00	M2	310.45	2483.60	
21	08501 /A	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions etc. with extruded built up standard tubular and other sections of approved type and make conforming to IS 733 and IS 1285, anodised transparent or dyed to required shade according to IS 1868 (minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC / neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling C. P brass /stainless steel screws, all complete as per architectural drawings and the directions of Engineer – in – charge, ( Glazing and panelling to be paid for separately)(a) For fixed portion like door, window & partition frames etc.(fittings shall be paid separately)	75.00	Kg	176.75	13256.25	
22	08501 /B	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions etc. with extruded built up standard tubular and other sections of approved type and make conforming to IS 733 and IS 1285, anodised transparent or dyed to required shade according to IS 1868 (minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC / neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling C. P brass /stainless steel screws, all complete as per architectural drawings and the directions of Engineer – in – charge, ( Glazing and panelling to be paid for separately)(b) For shutters of doors, windows, ventilators including providing & fixing hinges, pivots and making provision for fixing of fittings wherever required including the cost of PVC / neoprene gasket required (fittings shall be paid separately)	75.00	Kg	190.55	14291.25	
23	08502	Supplying, fabricating and fixing unplasticised PVC extruded beads of minimum 1.6 mm wall thickness and specified cross section to fit with the shutter frame (sectional weight 200 to 320 gms./metre) as approved by Engineer.	12.00	M	36.25	435.00	
24	08503 /B	Providing and fixing PVC multiple hollow sections of approved colour with tongue and groove fixture having wall thickness 1 mm in shutter panels partitions, etc., to be fixed by Aluminium beading and screws. (b)Having finished overall thickness 20 mm.	4.00	M2	494.55	1978.20	
25	08508 /C	Providing, cutting and fixing sheet glass panes in Aluminium / PVC frames with rubber gaskets and glazing strips of approved size and quality.(c) Sheet glass 5.00 mm thick	50.00	M2	313.30	15665.00	

26	08513 /C	Providing and fixing in previously erected Aluminium wooden frames for booking windows, counters, glazed partitions, swinging doors and other such locations float glass of superior quality including aluminium beading and / or gasket a required etc. complete including making holes if required. (No deduction to be made for hole portions.).(c)12 mm thick	50.00	M2	1277.10	63855.00	
27	08514	Providing and fixing in position anodized aluminium grill of approved quality, design (Weight minimum 4 Kg. per Sq.m.) complete as directed.	50.00	M2	1050.00	52500.00	
28	08601 /A2	Providing and fixing butt hinges I.S 1341 (for steel) and I.S 205 (for non-ferrous metal) including screws.AnodisedAluminium transparent or dyed to required colour or shade.A2. 75 x 45 x 3.2 mm	15.00	Each	10.35	155.25	
29	08604 /B	Providing and fixing door closer (hydraulically regulated) of approved quality with accessories and screws etc complete generally confirming to IS 3564. (b) Type 'B' base type universal mode of Aluminium alloy body of approved colour	5.00	Each	401.10	2005.50	
30	08604 /C	Providing and fixing door closer (hydraulically regulated) of approved quality with accessories and screws etc complete generally confirming to IS 3564.(c) Hidden design type	1.00	Each	804.45	804.45	
31	09104 /B	Painting wood work with ready mixed paint of approved standard quality and shade by supplying required paint quantity to nearest depot and then carrying out the work as per specification (b) Two or more Coats to give an even shade for new work.	50.00	10M2	130.00	650.00	1.28
32	10303 /B	Applying approved primer before distempering by supplying required qty. to nearest depot and then carrying out the work as per specification. (b) Distemper primer	300.00	10M2	49.90	1497.00	0.45 Kg
33	10307 /B	Applying plastic emulsion paint of approved quality and shade by supplying required qty. to nearest depot and then carrying out the work as per specification. (Item to be operated with specific permission of DEN/Sr.DEN/Dy.CE(b) Two or more coats on new work to give smooth, even & uniform shade.	300.00	10M2	194.80	5844.00	1.00
34	12208	Providing and fixing adjustable louvers, including pairs of aluminium blades 100 mm to 150 mm, in width, including aluminium sections rails inside, excluding glass louvers (to be paid for separately vide items of glazing) complete in all respects in windows and ventilators, of approved make and quality.	4.00	Per Met er Heig ht	186.50	746.00	
35	13101 /B1	Supplying, laying and jointing mild steel galvanized pipes in all positions with all special including trenching, refilling and consolidating upto 50 cm depth or fixing with standard clamps/cleats by making holes in masonry/concrete as necessary tested to withstand a pressure of 7 Kg/cm2 conforming to I.S. 1239 (Part I and II)B.1 15mm bore (2.65mm thick, 1.23 kg/metre length weight minimum)	25.00	M	50.20	1255.00	
36	13502 /A	Supplying and fixing brass screw-down stop taps, tested to withstand a pressure of 20 kg./cm2, complete in all respects including excavation if necessary. Conforming to I.S. 781(a) 15 mm bore (of 0.40 kg. weight minimum)	4.00	Each	82.85	331.40	
37	13513 /A	Providing & fixing C.P. Brass bib cock of approved quality confirming to I.S.8931(a) 15 mm dia	2.00	Each	90.60	181.20	

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38	16102 /B	Supplying and fixing white glazed earthen-ware squatting pan with 'P' or 'S' trap with minimum 15 cm thick C.C. 1: 3: 6 bedding below and around the pan including making holes in the masonry and connecting further etc. Complete in all respects conforming to I. S. 771. The work shall be carried out to ensure leakage free toilets. The rate includes sealing the joints with approved construction chemicals as directed by Engineer In-Charge and as per Railway Specification. b) Orissa pattern of size 580 mm x 440 mm	2.00	Each	706.85	1413.70	0.505
39	16106 /B	Supplying, fixing and connecting white glazed earthen-ware wash basin of approved shape and moulding pattern like oval, rectangular corner, round, etc. conforming to IS771, 32 mm bore non-ferrous, chromium plated waste fittings (IS2963), waste plug, chain and stay (IS3311) including fixing complete in all respect excluding (waste pipe, pillar tap, CI brackets and stop tap to be paid separately), but the rate includes fixing C.P plug with chain & jam nut, C.P. coupling nut with straight tail piece for pipe & cement fixing for bracket b) Size 550 x 400 mm.	2.00	Each	412.00	824.00	
40	16107	Supplying, fixing & connecting 15 mm bore pillar tap.a) Chromium plated conforming to IS 1795.	2.00	Each	82.10	164.20	
41	16111	Supplying and fixing white glazed earthen-ware flat back bowl/lipped standing urinal conforming to IS 771 including making holes, fixing on wall with screws on wooden blocks etc. and restoring the surface complete in all respects, of nominal size 430 mm to 370 mm x 340 mm (waste pipe to be paid separately under 16115)	2.00	Each	244.20	488.40	0.02
42	16115 /C	Supplying and fixing pipe as outlet or waste pipe to wash basins sink and bowl type urinals etc. complete including providing clamps to hold the pipe, making holes in masonry and making it good to original condition c) PVC 50 mm bore 1.7 mm thick	2.00	M	35.70	71.40	
43	16118	Providing and connecting PVC pipe (300 mm to 450 mm long) complete with ball and socket brass couplings at both ends to suit 15 mm / 20 mm bore G.I. pipes for wash basin and flushing tanks.	4.00	Each	41.55	166.20	
44	16207	Supplying and fixing white feather-touch flushing cistern moulded from high impact Polystyrene, functional parts made of engineering grade ABS, Nylon, Acetal & superior quality rubber, (having built in wall brackets) 15 mm bore mosquito proof overflow pipe 100 mm in length. Minimum 7.5 ltrs. Capacity.	2.00	Each	643.25	1286.50	
45	16208 /D	d) Mirror of superior quality in approved steel frame 150x45cm	2.00	Each	365.35	730.70	
46	16213 /A	Providing and fixing stainless steel jali (grating) with or without hole for waste pipe for floor/Nahani trapa) 75 mm dia weight not less than 70 gms	2.00	Each	16.30	32.60	
47	17202 /C	Supplying, laying and cement jointing in C.M. 1 : 2 R.C.C. light duty, non-pressure pipe (class NP2), including collars all type of jointing material, including excavation filling in and consolidating upto a depth of 2.00 metres pipes conforming to IS 458.(c) 250 mm bore, 30 mm, thickness	20.00	M	226.30	4526.00	0.026

48	17305 /A	Providing and fixing soil pipe of un-plasticized (Rigid) PVC soil pipe of required dia. and approved quality including fittings such as 'Y' with door, bend with door, offsets, PVC connectors fixed on walls with PVC clips etc. including making holes in wall, making them good after connection and connecting the pipes with PVC solvent cement, rubber rings, testing the line etc. complete as directed.a) 110 mm dia.	40.00	M	139.75	5590.00	
49	17306 /B	Providing and fixing unplasticised (Rigid) PVC rain water pipes of required dia and of approved quality including connection at terrace and shoe at the bottom, fixing the pipes with PVC clips, making holes in parapet making them good, connecting the pipes with PVC solvent cement, rubber rings etc.Complete as directed and a per specification (b) 160 dia rain water pipes	20.00	M	276.85	5537.00	
50	17402 /A	Brick masonry man hole above 80 cm. depth, including excavation in all types of soil, 23 cm. C.C.1:3 :6 bedding, 20 cm. brick wall in C.M. 1 : 4, 15 mm. thick plaster in C.M. 1:2 inside full, outside top 20 cm. height only, making benching in C.C 1:2:4 including fixing half round glazed S.W. Pipe, fixing 400 x 150 mm. size. C.I foot rest and RCC man hole cover of grade M30, complete in all respect to Drg. No. GM(W)BB/3202/1.a) Beyond 80 cm. upto 1.10 m. depth	2.00	Each	3755.60	7511.20	7.83
51	17405 /A	Supplying and fixing cast iron floor trap with hinged, grating on 10 mm. thick 1: 3: 6 C.C. bedding, including embedding the trap in cement concrete with utmost care to avoid leakage. The rate includes testing the trap & floor junction & joints etc. for water tightness & making good & finishing the damaged portions. a) Floor trap (Nahani) with 100 mm. dia. opening at floor level and 50 mm. dia. at outlet (weight 2.5 Kgs.)	2.00	Each	141.80	283.60	0.05
		<b>Total for MS Items.</b>				901100.05	
52	NS-9 NGP	Providing and fixing of Sintax wall cladding shall made out of SPUf-144 extruded PVC section of size 250mm x 6mm supporting ribs the distance not more than 20mm supported with mild steel tube with labour, material land tools, land plants etc. Completed in all respect.	50.00	M2			

Name of work (IV)Akola-Renovation of PRS, Concourse Waiting hall and General Toilet block(DWP 2011-12)							
Sr.No	Item No.	Description of work	Qty	Unit	Standard Rates for	Amount in Rs.	Qty. of Cement bags
<b>PART(D)-Construction of new toilets and</b> Concourse beside existing Waiting hall and booking office							
1	01402	Excavation to Railway's specification in ordinary soil, black cotton, red soil, sandy loam, clay or soft murum	300.00	M <sup>3</sup>	62.90	18870.00	
2	01403	Excavation to Railway's specification in hard murum, kunkar, stiff clay or bituminous and macadam surface of any description like water bound macadam etc.	5.00	M <sup>3</sup>	68.85	344.25	
3	01505	Filling contractor's murum/good quality granular material as specified in Railway Specification without stacking directly in plinths and floors, etc. complete including watering and ramming.	50.00	M <sup>3</sup>	79.90	3995.00	

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4	02102	Cement concrete 1:2:4 in foundation with 25 mm graded stone aggregate with shuttering as required.	25.00	M3	1738.20	43455.00	6.50
5	02208/ A	Reinforced controlled cement concrete M25 excluding reinforcement. (a) In foundations including shuttering, dewatering etc. except raft and pile foundations.	35.00	M3	2587.65	90567.75	As per desig n mix
6	02208/ B	Reinforced controlled cement concrete M25 excluding reinforcement. (b) In columns, lintels, beams, etc. using plywood/ steel shuttering and staging.	100.00	M3	3065.75	306575.00	As per desig n mix
7	02208/ C	Reinforced controlled cement concrete M25 excluding reinforcement. © In walls, floors, slabs, chajjas, etc. using plywood/ steel shuttering and staging.	60.00	M3	3399.10	203946.00	As per desig n mix
8	02301 /II	Supplying, transporting and fixing in all positions High yield strength deformed bars of various diameters conforming to IS: 432 or IS-1786 (Grade Fe415) for reinforced cement concrete works including cutting, bending, hooking as per procedure specified in IS-2502, binding with 18SWG galvanized iron wire including all lead and lift with contractor's tools and plants, labours, materials, etc. complete as per specifications and directions of Engineer-In-Charge.(B) For Tor Steel bars.	11.00	MT	22046.60	242512.60	
9	04201 /B	Brick masonry IInd sort in foundations and plinth – (b) In cement mortar 1:6	45.00	M3	1158.65	52139.25	1.46
10	04202 /B	Brick masonry IInd sort in superstructure:(b) In cement mortar 1:6	70.00	M3	1217.50	85225.00	1.46
11	05204 /B	Plastering over all types of surface like concrete, masonry, etc. 10mm. thick including required surface preparations, excluding removing old plaster. (b) In cement mortar 1 : 4	325.00	M2	35.00	11375.00	0.09 3
12	05205 /B	Plastering over all types of surface like concrete, masonry, etc. 15mm. thick, including required surface preparations, excluding removing old plaster. (b) In cement mortar 1 : 4	1000.00	M2	49.10	49100.00	0.13 0
13	05210	Providing lime punning with lime mortar 1:1 (1lime putty, 1 fine sand) as per Railways specification of minimum 3mm thickness, so as to give neat smooth finish. (Item to be operated in the interiors, in place of old neeru finish item).	470.00	M2	9.80	4606.00	
14	05212	Rough cast plastering over brick or stone masonry with cement mortar 1 : 2 for base coat 15 mm. thick ( 1 cement, 1 sand and 1 grit) and crushed stone or gravel for second coat 12 mm thick.	100.00	M2	79.00	7900.00	0.33 2
15	07216 /A	Granite stone work in floor and dado with 20 mm thick granite stone over 20mm thick (average) cement mortar 1:4 and jointed with cement slurry and matching coloured filling of joints etc. complete including use of steel/Brass/ copper clamps for proper and strong fixing, if necessary. a) Granite superior quality black.	45.00	M2	2007.55	90339.75	0.17 2
16	07216 /C	Granite stone work in floor and dado with 20 mm thick granite stone over 20mm thick (average) cement mortar 1:4 and jointed with cement slurry and matching coloured filling of joints etc. complete including use of steel/Brass/ copper clamps for proper and strong fixing, if necessary. c) Granite gray coloured.	75.00	M2	1527.85	114588.75	0.17 2

17	07216 /D	Granite stone work in floor and dado with 20 mm thick granite stone over 20mm thick (average) cement mortar 1:4 and jointed with cement slurry and matching coloured filling of joints etc. complete including use of steel/Brass/ copper clamps for proper and strong fixing, if necessary. d) Granite superior quality red "RBI" Red.	75.00	M2	2327.30	174547.50	0.17 2
18	07302	1: 2: 4 cement concrete in floors 100 mm thick with 20 mm graded stone aggregate	275.00	M2	181.75	49981.25	0.64
19	07411 /D	Supplying and fixing ceramic tiles of specified size and colour in floors and dado with requisite matching colour cement and requisite neat cement for joints and beddings laid over cement mortar 1:4 bedding 20 mm thick (average) including any special cornices, corners, angles, tiles, etc. complete (rate includes making patterns and borders by different coloured tiles as approved). d) Other than plain tiles of size above 30 x30cm, minimum 10mm thick	350.00	M2	631.80	221130.00	0.22 2
20	07602	150 mm thick rubble soling, hand packed.	250.00	M2	58.80	14700.00	
21	08501 /A	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions etc. with extruded built up standard tubular and other sections of approved type and make conforming to IS 733 and IS 1285, anodised transparent or dyed to required shade according to IS 1868 (minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC / neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling C. P brass /stainless steel screws, all complete as per architectural drawings and the directions of Engineer – in – charge, ( Glazing and panelling to be paid for separately)(a) For fixed portion like door, window & partition frames etc.(fittings shall be paid separately)	50.00	Kg	176.75	8837.50	
22	08501 /B	Providing and fixing anodised aluminium work for doors, windows, ventilators and partitions etc. with extruded built up standard tubular and other sections of approved type and make conforming to IS 733 and IS 1285, anodised transparent or dyed to required shade according to IS 1868 (minimum anodic coating of grade AC 15), fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC / neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling C. P brass /stainless steel screws, all complete as per architectural drawings and the directions of Engineer – in – charge, ( Glazing and panelling to be paid for separately)(b) For shutters of doors, windows, ventilators including providing & fixing hinges, pivots and making provision for fixing of fittings wherever required including the cost of PVC / neoprene gasket required (fittings shall be paid separately)	80.00	Kg	190.55	15244.00	

23	08508 /C	Providing , cutting and fixing sheet glass panes in Aluminium / PVC frames with rubber gaskets and glazing strips of approved size and quality.(c) Sheet glass 5.00 mm thick	25.00	M2	313.30	7832.50	
24	08514	Providing and fixing in position anodized aluminium grill of approved quality, design (Weight minimum 4 Kg. per Sq.m.) complete as directed.	25.00	M2	1050.00	26250.00	
25	08604 /B	Providing and fixing door closer (hydraulically regulated) of approved quality with accessories and screws etc complete generally conforming to IS 3564. (b) Type 'B' base type universal mode of Aluminium alloy body of approved colour	2.00	Each	401.10	802.20	
26	10103 /B	Applying white wash on all surfaces.(b) Two or more Coats to give an even shade on old works.	250.00	10M 2	18.15	453.75	
27	10203 /B	Applying water proofing cement paint of approved brand and manufacture and required shade to give an even shade by supplying required Qty. to nearest depot and then carrying out the work as per specification.(a) One or more Coats to give smooth, uniform, even shade for old works. ( b) Two or more Coats to give smooth, uniform, even shade for new work.	250.00	10M 2	94.80	2370.00	2.75 Kg
28	10303 /B	Applying approved primer before distempering by supplying required qty. to nearest depot and then carrying out the work as per specification. (b) Distemper primer	400.00	10M 2	49.90	1996.00	0.45 Kg
29	10307 /B	Applying plastic emulsion paint of approved quality and shade by supplying required qty. to nearest depot and then carrying out the work as per specification. (Item to be operated with specific permission of DEN/Sr.DEN/Dy.CE(b) Two or more coats on new work to give smooth, even & uniform shade.	400.00	10M 2	194.80	7792.00	1.00
30	13101 /B1	Supplying, laying and jointing mild steel galvanized pipes in all positions with all special including trenching, refilling and consolidating upto 50 cm depth or fixing with standard clamps/cleats by making holes in masonry/concrete as necessary tested to withstand a pressure of 7 Kg/cm2 conforming to I.S. 1239 (Part I and II)B.1 15mm bore (2.65mm thick, 1.23 kg/metre length weight minimum)	100.00	M	50.20	5020.00	
31	13502 /A	Supplying and fixing brass screw-down stop taps, tested to withstand a pressure of 20 kg./cm2, complete in all respects including excavation if necessary. Conforming to I.S. 781(a) 15 mm bore (of 0.40 kg. weight minimum)	9.00	Each	82.85	745.65	
32	13513 /A	Providing & fixing C.P. Brass bib cock of approved quality conforming to I.S.8931(a) 15 mm dia	7.00	Each	90.60	634.20	
33	16102 /B	Supplying and fixing white glazed earthen-ware squatting pan with 'P' or 'S' trap with minimum 15 cm thick C.C. 1: 3: 6 bedding below and around the pan including making holes in the masonry and connecting further etc. Complete in all respects conforming to I. S. 771. The work shall be carried out to ensure leakage free toilets. The rate includes sealing the joints with approved construction chemicals as directed by Engineer In-Charge and as per Railway Specification .b) Orissa pattern of size 580 mm x 440 mm	5.00	Each	706.85	3534.25	0.50 5

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34	16106 /B	Supplying, fixing and connecting white glazed earthen-ware wash basin of approved shape and moulding pattern like oval, rectangular corner, round, etc. conforming to IS771, 32 mm bore non-ferrous, chromium plated waste fittings (IS2963), waste plug, chain and stay (IS3311) including fixing complete in all respect excluding (waste pipe, pillar tap, CI brackets and stop tap to be paid separately), but the rate includes fixing C.P plug with chain & jam nut, C.P. coupling nut with straight tail piece for pipe & cement fixing for bracket b) Size 550 x 400 mm.	2.00	Each	412.00	824.00	
35	16107	Supplying, fixing & connecting 15 mm bore pillar tap.a) Chromium plated conforming to IS 1795.	2.00	Each	82.10	164.20	
36	16111	Supplying and fixing white glazed earthen-ware flat back bowl/lipped standing urinal conforming to IS 771 including making holes, fixing on wall with screws on wooden blocks etc. and restoring the surface complete in all respects, of nominal size 430 mm to 370 mm x 340 mm (waste pipe to be paid separately under 16115)	4.00	Each	244.20	976.80	0.02
37	16115 /C	Supplying and fixing pipe as outlet or waste pipe to wash basins sink and bowl type urinals etc. complete including providing clamps to hold the pipe, making holes in masonry and making it good to original condition c) PVC 50 mm bore 1.7 mm thick	20.00	M	35.70	714.00	
38	16118	Providing and connecting PVC pipe (300 mm to 450 mm long) complete with ball and socket brass couplings at both ends to suit 15 mm / 20 mm bore G.I. pipes for wash basin and flushing tanks.	9.00	Each	41.55	373.95	
39	16207	Supplying and fixing white feather-touch flushing cistern moulded from high impact Polystyrene, functional parts made of engineering grade ABS, Nylon, Acetal & superior quality rubber, (having built in wall brackets) 15 mm bore mosquito proof overflow pipe 100 mm in length. Minimum 7.5 ltrs. Capacity.	5.00	Each	643.25	3216.25	
40	16208 /D	d)Mirror of superior quality in approved steel frame 150x45cm	3.00	Each	365.35	1096.05	
41	17202 /C	Supplying, laying and cement jointing in C.M. 1 : 2 R.C.C. light duty, non-pressure pipe (class NP2), including collars all type of jointing material, including excavation filling in and consolidating upto a depth of 2.00 metres pipes conforming to IS 458.(c) 250 mm bore, 30 mm, thickness	40.00	M	226.30	9052.00	0.02 6
42	17306 /B	Providing and fixing unplasticised (Rigid) PVC rain water pipes of required dia and of approved quality including connection at terrace and shoe at the bottom, fixing the pipes with PVC clips, making holes in parapet making them good, connecting the pipes with PVC solvent cement, rubber rings etc., complete as directed and as per specification. b) 160 dia rain water pipes	30.00	M	276.85	8305.50	
43	17402 /A	Brick masonry man hole above 80 cm. depth, including excavation in all types of soil, 23 cm. C.C.1:3 :6 bedding, 20 cm. brick wall in C.M. 1 : 4, 15 mm. thick plaster in C.M. 1:2 inside full, outside top 20 cm. height only, making benching in C.C 1:2:4 including fixing half round glazed S.W. Pipe, fixing 400 x 150 mm. size. C.I foot rest and RCC man hole cover of grade M30, complete in all respect to Drg. No. GM(W)BB/3202/1.a) Beyond	2.00	Each	3755.60	7511.20	7.83



**BAR -CHART**

<b>Akola:-Renovation of PRS,Concourse,Waiting hall and General Toilet Block</b>								
S.No.	Activity	Months						
		1	2	3	4	5	6	
1	Renovation of PRS							
2	Strengthening of RCC Slab							
3	Dismantling of Old Toilet & CGS office	CGS		TB				
4	Construction of New Toilet Block & Concourse.							

Name of work : Akola – Renovation of PRS concourse, Waiting hall and General toilet block.

### 1. Scope and nature.

1	<p>The important works includes following main activities.</p> <p>a) Construction of new toilet blocks and concourse as per approved drawing.</p> <p>b) Dismantling of existing toilet block/waiting hall and CGS office.</p> <p>c) Construction of new PRS building in place of dismantled old toilet block.</p> <p>d) Strengthening of existing RCC slab of waiting hall and booking office.</p>
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The work shall be executed as per items in the tender schedule.

### 2.00 Execution scheme –

2.1	First the construction of new toilet block including concourse will be completed as per approved drawing. The dismantling of existing CGS office and stair case will be done simultaneously.
2.2	The strengthening of RCC slab of existing waiting hall will be done as directed by the Engineer. The strengthening process include removing of loose plaster, applying anti corrosive treatment to the reinforcement, special plaster, grouting etc. to the slab. The work will be done simultaneously with the activities mentioned in item No. 2.1.
2.3	After completion of construction of toilet block only, the dismantling of the existing toilet block should be started even half past of existing toilet can be dismantled along with activities of dismantling as mentioned above.
2.4	Subsequently the complete toilet block will be dismantled and then the construction of new PRS will be carried out along with the renovation of the existing waiting hall and concourse.
2.5	During construction of toilet block conservancy system should be carried out.
2.6	The accommodation of PRS and construction of toilet block, elevation of new concourse are the major activities of this work which should be executed as normal building work as per approved drawing.
2.7	The material used for construction should be as per specification as mentioned in the tender document and schedule of items.

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**Special condition:-**(1)Tenderer shall not quote any special condition. In case special conditions are quoted by the tenderer and same is not accepted by the Railways and if the offer refused by the tenderer with railways stipulations on special conditions quoted by the tenderer, the earnest Money deposited by the tenderer shall be forfeited.

(2) (i) Cement - Cement shall be of Ultratech, ACC, Birla, Ambuja or similar brand of 43/53 Grade OPC/PPC.

(ii) Steel – Steel shall be SAIL, TISCO, RINL ESSAR, JINDAL or similar brand approved by Engineer

(iii) Bathroom fittings/accessories shall be of JAGUAR, KOHLER, PARKO, MARK, Galaxy, Ess-Ess confirming to IS 8938 approved by Engineer.

(iv) Paint/Distemper/Exterior - This shall be of Asian Paint, Berger, Nerolac, Dulux of high quality approved by Engineer.

(v) Double rubber coated paver blocks shall be used whenever required as approved by Engineer.

(vi) Powder Coating – Powder coating aluminium components for Window / Doors/ Panelling or Ventilators shall be of Hindalco, Jindal or approved equivalent quality confirming to IS: 733 and IS: 1285 powder coated to required shade according to IS: 1868( minimum anodic coating of grade AC-15). Locking arrangement shall be provided where ever required.

(vii) Tiles shall be of Kajaria, Jhonson, RAK, SIMPLO, NITCO(Nano) as approved by Engineer.

(viii) Sanitary ware – shall be of Hindware, Perry ware/Cera/Kohler make as approved by Engineer.

(ix) Wall putty shall be used for distemper of JK, Birla or similar Brand as approved by engineer.

(x) wire guage shall be of stainless steel and specification as mentioned in schedule.

(xi) G.I. pipes shall be of Tata, Surya, Jindal or similar brand as per specification given in schedule.

(xii) Down take rain water pipes shall be of Jain, Finolex, supreme, Prince or similar brand with approved super PVC solvent cement for jointing with sturdy clamps for fixing.

(xiii) Glass for windows shall be of MODI, Saint Gobain or similar brand and heat glass as approved by Engineer.

(XiV) PVC storage tank shall be of sintex or similar brand as approved by Engineer.

### **3. Workmanship**

(i) Brick masonry work should be as per Railway specification.

(ii) During execution of the work all released material/ debris should be immediately removed from the site and it should be transported & dumped away from the colony at the places which will not attack the environment. In case any debris is noticed at site after completion of the work a penalty of Rs10000/ will be imposed in addition to the cleaning the debris.

(iii) Proper care should be given for workmanship as per specification for laying tiles and wall. In case any hollow portion is noticed, the complete tiles should be re-laid at the expenditure of the contractor.

(iv) During painting /white washing etc no stain is allowed on floor, wall or any building structure. Contractor has to cover the floor, building part, furniture, fixtures etc to avoid the stain of paints on them. They have to remove curtain of doors and windows, textures on walls before painting and after painting he has to put back them in their original condition. They have to take care such that building part, furniture curtains should not be stained with paint. In case of failure penalty of Rs. 10,000/- will be imposed for each site.

(v) For all toilet work proper water proofing of underneath of sanitary ware and its connections shall have to be done during execution of work.

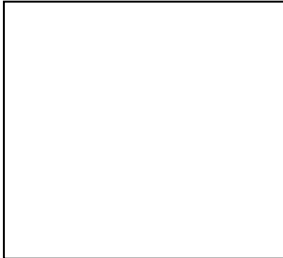
(vi) Mouldings for marble shall be done wherever required.

**SPECIAL CONDITIONS.**

1.	Work is to be carried out with contractor's cement as per IS code 8112 & 12269. The rate quoted by contractor should be inclusive cost of cement. In case of acceptance of offer contractor will be required to produce necessary test certificate w.r.t. quality from Government Laboratory
2.	Drawing for the work as defined in item(s) of meaning of terms, of tender for the work should be obtained by the contractor from the Divisional Engineer/Assistant Engineer within period of 3 days of the acceptance letter to the contractor for commencement of work, if not annexured & with the tender forms and it will be his responsibility.
3.	The tenderer should deposit the requisite earnest money in favour of Sr. DFM, Bhusawal, Central Rly. in any acceptable form. Tender without earnest money will be summarily rejected.
4.	As per the conditions of the contract the offer is required to be kept open for 90 days from the date of opening of the tenders. The offer of the rebate if any, quoted by the tenderer shall be considered valid for 90 days. Any shorter period of validity of rebate quoted by the tenderer will be ignored and rebate will be considered valid for 90 days or as extended further.
5.	If there is a typing mistake in the master schedule items, wording, unit of basic rates, the wording, unit and rate given in Railway SOR-2002/ & master list of N.S. items will prevail over the same.
6.	Sale Tax/Commercial Tax will be deducted from the contractor's bills, at source as per Clause-6B of Maharashtra Sale Tax on work contract (Re-enacted) Act-1989 as amended from time-to-time.
7.	The Commercial Tax may be deducted from the contractor's bills (for MP Region) at source as per Madhya Pradesh Commercial Tax Act-1994 as amended from time-to-time.
8.	The contractors are liable to pay MVAT and a registration for the same is required with the Sale Tax Authority of the respective state. It would be further stipulated that if the MVAT registration is not produced an amount equivalent to 4% of the overall contract value will be deducted from his bills & will be remitted to Sales Tax Authority.
9.	(i) The provisions of clauses 63 & 64 of the GCC will be applicable only for settlement of claims of disputes between the parties for the values less than or equal to 20% of the value of the contract and when the claims or disputes are of value more than 20 % of the value of contract, provision of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes, (ii) The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of work assigned to him under this contracts. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition (i) above.
10.	The tenderer should submit attested xerox copy of his Permanent Account Number (PAN).
11.	<b>The Building and Other Construction Workers Act</b> -The tenderer should note for carrying out any construction work in Maharashtra/Madhya Pradesh must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Maharashtra/Madhya Pradesh Government and submit certificate of Registration issued from the Registering Officer of the Maharashtra/Madhya Pradesh Government (Labour Department). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.
12.	Railway board have decided that for statutory taxes/duties, all the offers shall be evaluated as per tax regime as applicable on the date of tender opening. ( <b>Railway Board's Letter No. 2009/ RS(G) / 779/15 dt.19-04-2011 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/IV dt.09-05-2011.</b> )
13.	Contractor should note that vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.
14.	<b>GENERAL-(i)</b> Contractor should carefully read the conditions accompanying the tender regarding validity period, completion time etc. and should satisfy himself by site inspection if necessary that he is in position to carry out the work in accordance with the contract conditions. Conditionals tender, which do not conform to the conditions lead down, are likely to be summarily rejected. <b>(ii)</b> The Railway will not supply any road roller except that it may consider supply at large stations i.e. Bhusawal, Akola, All places, the contractor should make his own arrangements for the roller. <b>(iii)</b> The Railway will not supply any piped water for works outside Railway colony and at stations where piped water supply does not exist. The stations where the water will be supplied, the supply will be at usual rates and only to the extent actually required for the work. <b>(iv)</b> In case the contractors have to ply vehicles for purpose connected with the contract, adjacent to the Railway track the Railway Administration will be liberty to post an experience staff as a Flagman for guidance of the movements of such vehicles so as to prevent accidents. The contractor will bear wages including all allowances etc. of the staff posted as Flagman for the period of contract or for such periods during which such staff is posted for the purpose. The Railway Administration will be sole judge in it's absolute description of the fact that it is necessary to post any staff that which of the staff will be suitable for the purpose that what should be the wages and other allowance payable by the contractor for such staff and what should be the period during which such staff should be posted for the purpose. The Railway Administration will have a right without prejudice to other remedies, to recover the wages etc. of staff from the bills of the contractor in respect of this contract or from any other money of the contractor whatsoever available with the Railway Administration.
15.	<b>Clearance of site on completion of work:</b> On completion of the work of contractor shall clear away and remove from the site all constructional plant surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for works shall be paid, held to be due or shall be made to the contractor till in addition to any other condition necessary for final payment site clearance shall have been effected by him and such clearance may be made by the Engineer at the expense of contractor in the event of his failure to comply with this provision within seven days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the contractor, the Rly. shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such way as deemed fit and convenient to Engineer

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16	<p><b>Electric Supply for works:</b> The Electric supply will be made available wherever, it is feasible. The contractor will have to pay for the actual consumption of energy as per rates prevailing at the time. The contractor should make application to the concerned Divisional Electrical Engineer In-charge through Dy.CE, XEN, DEN indicating the phase, approximate load &amp; duration required for electric connection. The amount towards the service connection will be paid in advance and charges for consumption of electric energy will be paid every month in advance to the Chief Cashier, CSTM or to the nearest Station Supdt. Under advice to the concerned DEE/Sr.DEE of the concerned division. In case of failure of payment of energy charges, one month in advance, the supply will be disconnected</p>
17	<p><b>IDENTITY CARD OF RAILWAY CONTRACTOR'S LABOUR</b></p> <p>(i)The contractor is bound to issue identity card to each and every person employed by the him and deployed for execution of the contract work, as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No. 62 (VII) of GCC.(ii)It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.(iii)It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.(iv)No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <p>S. No. Name of Establishment: Name of Contractor: Name of Contract Worker with Address: Signature of Card Holder: Signature of Contractor on the photograph with his seal.</p> </div> <div style="width: 35%; text-align: center;">  </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <p>Countersigned by concerned Sr. Supervisor of Railway.</p> <p>Validity date of Identity Card.</p> </div>
18	<p><b>Compliance of the Contract Labour Regulation &amp; Abolition Act-1970</b></p> <p>Without prejudice to the obligations of the Contractors to confirm by all laws, byelaws, rules &amp; regulations for the time being in force pertaining to employment of labour as provided in Clause 50 (2) of General Condition of Contract &amp; the Administration right under the various Acts and Laws of the country. The Contractor has to agree that he will comply with all the provision of the Contract Labour Regulations &amp; Abolitions Act., 1970 &amp; the rules framed there under he also conversant that he will keep the Railway Administration informed of the actual amount which may be payable to the labour engaged by him. It is specially agreed by the Contractor that the Railway Administration will be at liberty to make payment to the labour as may be demanded by the labour on the failure of the Contractor to make payment to this labours on the date which such payment is due under the law and that the Administration will be entitled to make recoveries for all the amounts payable under this contract entered into between the Contractor and the Railway Administration whatsoever, for the amount paid to the labour of the Contractor as stated above and also the amount spent by the Railway Administration in providing such facilities which the Contractor is bound to provide for his labour in pursuance of the said Contract Labour ( Regulation &amp; Abolition Act 1970) and rules framed there under. The decision of the Railway Administration regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.</p>
19	<p>The quantities of item/items shown in the schedule for the work to be executed are approximate and are for guidance of the Contractor/Contractors. The quantities have been as far as possible correctly, but the same may vary to the extent of 25% on either side i.e. increase or decrease during the execution of the work accordingly in the actual need of the Railway. However, yard stick of 25% stipulated herein will not be applicable for works in foundations. The work/works with variation laid down above shall be binding on the Contractors and he/they/will not be entitled for any compensation for such variation and he/they will be paid only for the actual quantity of work/works done by him/them. The decision of the Engineer regarding the extend to necessity of the variation shall be final and binding on the Contractor/s and the Contractor(s) cannot question or make any claim regarding the same at any stage.</p>
20	<p><b>special conditions of the contract both by construction and open line in contracts where there is likelihood of contractor's road vehicle plying on the Railway land next to running line or yard.</b></p> <p>The contractor shall not allow any road vehicle belonging to his suppliers etc. to ply in Railway land next to the running line. If for execution of certain work viz. earth work for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the Railway line, the contractor shall apply to the Engineer In charge for permission giving the type and no of individual vehicles, names and license particulars of the drivers, location, duration and timings for such work/movement. The Engineer In charge or his authorized representatives will personally counsel, examine and certify the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle drivers, contractor's flagmen and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions. i) Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 m. from the centre of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractors' representative and controlling Engineer/Supervisors in</p>

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	charge of the work including officers and the in charge of the sections . (ii) Nominated vehicles and drivers will be utilized for work in the presence of at least one flagmen and one supervisor certified for such work. (iii) The vehicles shall ply 6m clear of track. Any movement/work at less than 6 m and up to minimum 3.5 m. clear of track center, shall be done only in the presence of Railway employee authorized by the Engineer In charge. No part of the road vehicle will be allowed less than 3.5 m. from track center. Cost of such Railway employee shall be borne by the Railway. iv)The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers. Engineer In-charge may impose any other condition necessary for a particular work or site
21.	<p><b>Employment of technical staff- The Contractor shall employ the following technical staff during the execution of this work: -</b></p> <p>(i)One Graduate Civil Engineer when the cost of the work to be executed is Rs.25 Lakhs and above.</p> <p>(ii)One qualified Civil Engineer Diploma Holder (overseer) when the cost of work to be executed is more than Rs.5 Lakhs, but less than Rs.25 Lakhs.</p> <p>Technical staff should be available at site wherever required by the Engineer In-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.10,000/- (Rupees Ten Thousand only) for each month default in case of Graduate Engineer and Rs.5,000/- (Rupees Five Thousand only) for each month default in case of Diploma Holder (overseer)</p> <p>The decision of the Engineer In-charge as to the period for which required technical staff was employed by the contractor and the reasonableness of the amount to be deducted on this account shall be final &amp; binding on the contractor”.</p> <p><b>(Modification of Standard Special Condition No. 11 – Employment of technical staff as per CE (Works)CSTM’s letter No. W.187.R.A.1.Special Condition dt. –04-2007</b></p>
22	<p>(i) It should be specifically noted that some of the detailed drawings may not have finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.</p> <p>(ii)No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work(s) arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and site lay out plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.</p> <p>(iii)No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.(Item No. (i), (ii), (iii) as per Special Condition of Contract – Inclusion of new conditions as per CE (Works)CSTM’s letter No. W.187.R.A.1.Special Condition dt.16-04-2007).</p>
23	<p>Rubble masonry shall be of first sort of Railway Specification No.64, appearing in C.Rly’s specification for materials and work contractor’s attention is particularly invited to dressing the stores as laid down in Rly’s specification.</p> <p>If there arises any discrepancy between the Standard Schedule of Rate-2002 as amended by addendum and corrigendum slips issued from time to time up-to and the schedule attached to the tender pertaining to this work, the former shall be treated as authorities and binding for all purposes.</p> <p><b>Standard conditions of contracts:</b> A charge of one percent will be made by the Railway for the supply by the Railway of piped water from existing pipe lines as calculated on the amount of all items of works appearing in the bill payable to the contractor in respect of which work such water had been used by the contractor as such charges shall be deducted from some dues payable by the Railway to the contractor from time to time. In the event of water having to be brought by the Railway to the site of the work in travelling tank or other means the actual freight at the public traffic rates and other means, charges incurred thereby, including any demurrage that may be levied shall be payable by the contractor and deducted from some dues payable by the Railway to the contractor from time to time in addition to the charges of one percent referred to above. If additional pipe line there already existing as called for by contractor, the cost of the same and all charges incurred by the Railway in their laying including supervision charges will be paid by the contractor, or the contractor may provide and lay his own piping with discussion of Engineer, Rates include all lead for water. If piped or railed water is supplied by the Railway, the cost will be recovered.</p> <p>The Railway will not be bound by any power of attorney granted by the tenderer or any changes in the composition of the firm date subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor. Supply value of coal ashes for burning bricks, lime will be made by the Railway. If available at the prevailing market rates from time to time and in quantities actually required for burning bricks, lime to be supplied by the Railway. Supply of coal ashes will however, not be accepted as a binding condition for acceptance of the tender and tenderers should not stipulate this as a binding condition. The tenderer must carefully study the provision of the “Mines Act” on each of the quarries declared “Mines” under the Mines Act. The contractor will be responsible for implementing the provisions under the Act, at his own cost and the Rly. Will not be held responsible for infringement of any of the clauses provided in the “Mines Act”. In the cases of quarries owned by the Railway the Railway may arrange to provide the amenities required under the Act. The contractor will however, have to pay a rent of Rs. ----- per month to the Railway for making use of these facilities. The contractor will also have to peacefully vacate the given possession of these facilities to the Rly’s representative within 7 days on conclusion of his contract.</p> <p>General conditions of contract pneumatic sinking of well foundations for tricks for all contracts involving pneumatic sinking of well foundations, the tenderer shall strictly adhere to the provision of the British Safety Code in its entirety and wherever while observing these safety provision. The week is to be completed under pressure exceeding 34 lb per sq.inch. The total working period such pressure may not exceed 4 hours in a full day. The successful tenderer, who had paid earnest money by way of Guarantee Bond, should furnish fresh Guarantee Bond towards entire security deposit with a validity of one year more than quoted in the tender or in any other acceptable form to the satisfaction of the Engineer before signing the Contract Agreement.</p> <p>If the contractor is a Co-operative Labour Contract Society, Vendors Co-operative Society, there shall be no element of contractor or ex. Contractor in that Society in any capacity nor shall there be any close relative of the contractor or ex. Contractor associating with the Society as an Office Bearer. The Railway Administration reserved the right to terminate the contract of the Society, at any time without any reasons after giving notice of calendar month, in case of breach of the clause.</p>

**ADDITIONAL SPECIAL CONDITIONS**

1. Drawing for the work as defined in item(s) of meaning of terms, of tender for the work should be obtained by the contractor from the Divisional Engineer/Assistant Engineer within period of 3 days of the acceptance letter to the contractor for commencement of work, if not annexured & with the tender forms and it will be his responsibility.

2. All plain & reinforced concrete should be done as per IS-456-2000.

3. Blended/OPC 43/53 cement should be used in all type of concrete subject to stipulation as laid down.

**(i) Use of Blended Cement -**

“Mixing of 50% blast furnace slag with OPC cement at site shall not normally be permitted. However, in exceptional cases for bridges requiring higher levels of durability using blended cement which is not available from manufacturers, blending at site may be permitted subject to ensuring dedicated facilities and complete mechanized process control to achieve specified quality with the special permission of Chief Engineer/Chief Bridge Engineer”.

**(ii) Use of Portland Pozzolana Cement -**

“Portland Pozzolana cement shall not be used for PSC works. When Portland Pozzolana cement is used in plain and reinforced concrete, it is to be ensured that proper damp curing of concrete at least for 14 days and supporting form work shall not be removed till concrete attains at least 75% of the design strength”. Portland Pozzolana cement conforming to IS:1489 (Part-I) fly ash based.

**(iii) Use of Admixtures -**

Compatibility of chemical admixtures and super plasticizers with Portland Pozzolana cement and Portland blast furnace slag cement shall be ensured by trials before use.

Some other properties of concrete such as modulus of elasticity, tensile strength, creep and shrinkage are not likely to be significantly different. For design purposes, it will be sufficiently accurate to take the same value as those used for concrete made with OPC. In case of acceptance of offer, contractor will be required to produce necessary test certificate w.r.t. quality from Government Laboratory.

**NOTE:** Specifications for RCC/PSC for the construction/rehabilitation for concrete bridges and structures on Central Railway (Open Line) issued on 01-12-2000 will be applicable to all concrete works.

4. Establishment of laboratories at site at each bridge site separately.

4.1 Testing equipment needed at site laboratory.

**(i) Weigh balances: -****Qty.**

(a) 10 Kgs. Capacity counter balance (with one deep pan) with weights 5 kgs. 2x2 kgs., 1 kg., 500g., 2x200g., 100g., 50g., 2x29g., 5g.

1 Set

(b) 100 Kgs. ‘Counter Balance’ or balance with dial gauge (not Rly. lever type)

1 Set

**(ii) Water measures: -**

(a) 5 liters oil tin with bhistry type handle (most suitable for mixer)

2 Nos.

(b) 1 liter oil tin (most suitable for mixer)

2 Nos.

(c) 5 liters kerosene measure (for LAB)

1 No.

(d) 1 liter kerosene measure (for LAB)

1 No.

(e) 250°C oil measuring cylinders (for silt test by volume)

2 Nos.

(iii) **Slump Cone** (with 16mm dia MSROD, 600mm long) with one end rounded

2 Sets

(iv) **Test Sieves** (square mesh) 200mm dia frames (40mm, 20mm, 10mm – for coarse aggregate), (48mm, 24mm, 12mm, 0.6mm, 0.30mm, 0.10mm, 5mm for fine aggregate).

1 No.

(v) **Pans (Ghanellas)** – Deep & rimmed type (3 small & 3 large)

6 Nos.

(vi) B1 Metallic steam thermometer (up-to 100°C) (for HOT weather concreting 35°C and for celebrated curing).

1 No.

(vii) Cube testing machine (reqd. on the day of tests at site).

a) 100 T. cap. (15cm cube crushing strength up-to 400 kg/cm<sup>2</sup>).

b) 150 T. cap. (15cm cube crushing strength up-to 600 kg/cm<sup>2</sup>).

(viii) 15cm test cube moulds (preferably cast iron (C1))

6 Nos.

(ix) Measuring boxes (formas)

	H	B	L	V	Qty.		
a)	30cm	x 33.3cm	x 20cm	= 20 Liters	02 Nos.	!	Drawing No. DRM(W) BSL/SK-13083.
b)	30cm	x 33.3cm	x 25cm	= 25 Liters	02 Nos.	!	
c)	30cm	x 33.3cm	x 30cm	= 30 Liters	02 Nos.	!	
d)	30cm	x 33.3cm	x 35cm	= 35 Liters	02 Nos.	!	
e)	30cm	x 33.3cm	x 40cm	= 40 Liters	02 Nos.	!	
f)	30cm	x 33.3cm	x 45cm	= 45 Liters	02 Nos.	!	
				<b>TOTAL:</b>	<b>12 Nos.</b>		

(x) For all concrete weigh batching should be done. Contractor should have proper arrangement to weigh the in gradients; day-to-day correction to design mix is to be done at site as per provision of IS code.

(xi) Mixing of one bag is to be done at a time for which proper concrete mixer is to be provided by contractor. Stand by concrete mixer should also be available.

(xii) The form work should be properly designed as per directions of Engineer’s representative in-charge and constructed, so as to remain sufficiently rigid during placing & compaction of concrete and shall be such as to prevent less of slurry from the concrete and should be as per IS-14687.

(xiii) Reinforcement shall be bent & fixed in accordance with procedure specified in IS-2502. Proper bottom and side cover blocks should be provided made out of concrete of same strength.

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(xiv) Concrete shall be thoroughly compacted and fully worked around embedded fixture & into corners of formwork. Concrete shall be compacted by using mechanical needle & plate vibrator as approved by Engineer's representative adequate stand by vibrators should be available at the time of work.

(xv) Construction joint shall be plated at accessible locations to permit cleaning out of laitance, cement slurry & unsound concrete in order to create rough uneven surface, as per instructions of Engineer's representative in-charge of work.

(xvi) Exposed surface of concrete shall be kept continuously in damp or wet condition by pending or by covering with a layer of stacking canvas, nissian or similar materials and kept continuously wet for 10 days. Further curing will be continued up-to 28 days from the date of casting.

(xvii) Mix design of each grade of concrete shall be done by contractor at his own cost, as per IS Code 10262. Sample of concrete for cube testing shall be taken by contractor in standard CI test moulds, during the concrete work at contractor's cost.

(xviii) A daily record of progress shall be maintained at site jointly signed by contractor and engineer at site.

(xix) Before starting concrete work, the contractor shall submit design mix for various grades of concrete to be used on work from Govt. approved institute at his own cost. The same shall be approved by the engineer and only then the work shall commence.

Wherever engineer directs even during progress of work, contractor shall be bound to arrange design mixes from Govt. approved institute at his own cost.

(xx) Contractor shall bear all costs related to cube testing & other quality control measures from Govt. approved institute. No separate payments shall be made for concrete used for cubes.

(xxi) Contractor must have sound experience of having done similar works. Also he should have adequate plants & machinery for carrying out the work for which he should submit credentials.

(xxii) Contractor should submit their credential containing experience certificate, possession of plants, machinery, financial status ITCC etc. along with tender.

(xxiii) All the material used will confirm to standard Railway specification as up-dated till date unless otherwise specified.

(xxiv) NS items for concrete include preparatory works including chipping of stone projection in existing structures required if any for which no separate payment shall be done.

**NOTE:** Specifications for RCC/PSC for the construction/rehabilitation for concrete bridges and structures on Central Railway (Open Line) issued on 01-12-2000 will be applicable to all concrete works.

Correction Slip to Item No.5 of Specification No.701 (Cement Concrete – General) of C.Rly's Specification for materials and works 1964.-Proportion of ingredients.

Grades of concrete-The concrete shall be in grades designated below:

Grade designation	Specified characteristic compressive strength at 28 days.	
	S.I. Units (Newton/mm <sup>2</sup> )	Metric Units (Kg.C)
M-10	10	100
M-15	15	150
M-20	20	200
M-25	25	250
M-30	30	300
M-35	35	350
M-40	40	400

**Note-1 :** In the designation of a concrete mix letter M. refers to the mix and the number to the specified characteristic compressive strength

**Note-2 :** M-5 & M-7.5 grades of concrete may be used for lean concrete bases and simple foundations for masonry and walls.

**Note-3 :** Grades of concrete lower than M-15 shall not be used in reinforced concrete nominal mix concrete may be used for concrete of grades M-5, M-7.5, M-10, M-15 & M-20. It may be noted for general guidance that M-10, M-15 & M-20 of ordinary concrete correspond approximately to 1:3:6, 1:2:4 & 1:1 1/2:3 nominal mix of ordinary concrete.

**3.1** For concrete for ordinary works such as foundations, means concrete in massive structures etc. mix of the nominal type/cement (Fine aggregate) 2 (Coarse aggregate) by volume may be used. Small adjustment in proportion of sand (to be correspondingly) of set by adjustment in the proportion of coarse aggregate, may be made by the Engineer to suit local material.

**Example:** If the nominal mix is 1:2:4 & it is found that the proportion of said requires to be increased slightly to improve work ability of the mix. The mix may be modified to say 1:2 1/2:3 = 4.

**3.2 Cement** – For nominal mixes of the type given in Para 1:1:3, above the quantity of cement requires to all be arrived at from the tables given below. The measurement of cement shall be in terms of weight, preferably in units of 50 kgs. As recorded from the manufactures.

SN.	Nominal Mix. by value	Quantities per m <sup>3</sup> of finished concrete		
		No. of 50 Kgs. Cement bags.	Sand m <sup>3</sup>	Coarse aggregate in m <sup>3</sup>
1)	1:5:10	2.68	0.47	0.93
2)	1:4:8	3.40	0.46	0.93
3)	1:3:6	4.59	0.45	0.92
4)	1:3:6 (with 20 plums)	3.36	0.97	0.74
5)	1:2 1/2:5	5.25	0.46	0.92
6)	1:2:4	6.50	0.45	0.98
7)	1:L-1/2:3	8.50	8.44	0.88

**3.3** The quantity of sand given to the table above is based on the assumption that the sand is dry. Sand when dump, built to a substantial extent, for damp sand, increase the quantity of sand (by volume measurement of bulking as derived by the method indicate in para-4, of Appendix-IV of this specification.

PRICE VARIATION					
PRICE VARIATION CLAUSE APPLICABLE					
1 <b>Amendme nt</b>	The minimum prescribed limit of one year of contract completion period for incorporating Price Variation Clause in tenders (Para 1(a) of above referred letter dtd.04-04-1996) stands deleted. <b>(Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/II dt.08-10-2007.)</b>				
	<b>PRICE VARIATION CLAUSE APPLICABLE</b> <b>The existing tender value limit of Rs.1 Crore for incorporating Price Variation Clause stands reduced to Rs.50 Lakhs.(Railway Board's Letter No. 2008/CE.1/CT/Con/7(PCE/GM) dt.15-12-2008 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/III dt.05-01-2009.)</b>				
2	The rates quoted by tenderer and accepted by Railway Administration shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given below.				
3	No cognizance will be given for any sort of fluctuations in taxes and other market conditions etc. for any individual item for the purpose of making adjustments in payments. The contract shall, however, be governed by the general price variation clause as under.				
Descriptions.		Earth work	Ballast and Quarry Products	Tunneling	Other work contracts
(a)	Labour component (P)	50 %	55 %	45 %	30 %
(b)	Fuel component (Z)	20 %	15 %	15 %	15 %
(c)	Other material component (Q)	15 %	15 %	5 %	40 %
(d)	Explosive component (S)	...	...	15 %	...
(e)	Detonators component (T)	...	...	5 %	...
(f)	Fixed component (F)	15 %	15 %	15 %	15 %
Total		100 %	100 %	150 %	100 %
	Note: - Fixed component will not be considered for any Price Variation.				
4.	The amount of variation in prices in the several component (labour material, etc.) shall be worked out by the following formula :-				
<b>Revised General Conditions of Contract – Price Variation Clause (PVC) – Amendment thereto as per Rly. Bd's Letter No. 85/W/I/CT/7/Pt.I dt.18/19-04-2006 is included in the tender document.</b>					
	(i)	L	-- $\frac{R \times (I-I_o)}{I_o}$	= $\frac{P}{100}$	
	(ii)	M	-- $\frac{R \times (W-W_o)}{W_o}$	= $\frac{Q}{100}$	
	(iii)	U	-- $\frac{R \times (F-F_o)}{F_o}$	= $\frac{Z}{100}$	
	(iv)	X	-- $\frac{R \times (E-E_o)}{E_o}$	= $\frac{S}{100}$	
	(v)	N	-- $\frac{R \times (D-Do)}{Do}$	= $\frac{T}{100}$	
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	Gross value of the work done by the contractor as per on account bill (s) excluding cost of materials supplied by railway at fixed price. This will also exclude specific payment if any, to be made to the consultants engaged by the contractors (such payment will be indicated in the contractor's offer.				
Io	Consumer Price Index Number for Industrial Workers--All India--Published in R.B.I. Bulletin for the bass period.				
I	Consumer Price Index Number for Industrial Workers--All India--Published in R.B.I. Bulletin for the first months of the quarter under consideration.				
Wo	Index Number of wholesale prices By groups and sub-groups-All commodities as published in the R.B.I. Bulletin for the base period.				
W	Index Number of wholesale prices By groups and sub-groups--All commodities-- as published in the R.B.I. Bulletin for the first month of the quarter under consideration.				
Fo	Index Number of wholesale prices By Groups and sub-Groups for fuel, Power, Light and Lubricants as published in the R.B.I. Bulletin for base period.				
F	Index Number of wholesale prices-By Groups and sub-Groups for Fuel, Power, Light and Lubricants as published in the R.B.I. Bulletin for the first month of the quarter under consideration.				
Eo	Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from where purchase 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 purchase of explosives are made by the contractor for the first months of the quarter under consideration.				

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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 first month 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	
Note:	(i)	The index number for the base period will be the index number as obtained for the month of opening of the tender and the quarters will commence from the month following the month of opening of the tender.
	(ii)	If the rates quoted in negotiated tender are accepted, it is logical that the base month for PVC should be the month in which negotiations are held.
<b>5.</b>	<b>Contracts upto one Year:-</b>	
	No price Variation Clause should be provided as it is presumed that the contractor will take care of the Price Variation while quoting his rates.	
<b>6.</b>	<b>Contracts between 1 to 2 years' duration:</b>	
	The total amount of reimbursement/recovery due to variation in prices of the several components shall be limited to 10% (i.e. 15% - 5% floor price) of the amount finally payable to the contractor subject to Note below.	
<b>7.</b>	<b>Contracts of more than 2 years' duration</b>	
	The total amount of reimbursement/recovery due to variation in prices of the several components shall be limited to 20% (25% - 5% floor price) of the amount finally payable to the contractor subject to Note below.	
Note:-	(1)	Material supplied free by Railway to the contractor will fall outside the purview of Price Variation Clause.
	(2)	Duration of the contract shall be prescribed in the tender documents at the time of inviting tenders and will not include the extended period due to extension if any given. Period of completion of works provided should be reasonable and approval at SAG level should invariably be taken.
<b>8.</b>	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 as quarter, the adjustment, if required shall be made in each bill.	
<b>9.</b>	Price variation clause will not apply if the price variation is upto 5% Reimbursement/recovery due to variation in prices will continue to be made only for the amount in excess of 5% of the amount payable to the contractor.	
<b>Amen dment .</b>	The present stipulation that "Price Variation Clause will not apply if the price variation is up to 5% and that reimbursement/recovery due to variation in prices will continue to be made only for the amount in excess of 5% of the amount payable to the contractor" vide para-1 of above referred letter dtd.04-04-1996 shall continue to be enforced. However, the existing upper limit prescribed at 15% and 25% (vide para 1 (b) and 1 (c) of Board's letter dtd.04-04-1996 referred above) for price variation claim stands deleted. <b>(Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/II dt.08-10-2007.)</b>	
<b>Amen dment .</b>	In partial modification to item 2 (iii) of Board's letter No. 2007/CE-I/CT/18 dt.28-09-2007, it has been decided to delete the existing lower limit of 5% for disallowing the PV claim. <b>(As per Rly. Board's letter No. 2007/CE-1/CT/18 dt.07-03-2008 circulated vide CE(W)CSTM's letter No. W.187/R/A/Policy/II dt.14-03-2008 )</b>	
<b>10.</b>	<b>Price variation during extended period of contract:</b>	
	The price adjustment as worked out above i.e. either increase or decrease will be applicable upto the stipulated date of completion of the work including the extended period of completion where such extension has been granted under except Clause 17 (B) of the General Conditions of Contract. However, where extension of time has been granted due to contractors failure under Clause 17 (B) of the General Conditions of contract price adjustment will be done as follows:-	
	(a)	In case the Indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A (I), (II), or (III) the price adjustment of the period of extension granted under Clause 17 (B) will be limited to the amount payable as per the indices applicable to the last month of the original completion period of the extended period under Clause 17-A (I), (II) or (III) of General Condition of Contract, or the case may be.
	(b)	In case the indices fall below the indices applicable to the last month of the original/extended period of completion under Clause 17-A (I), (II), or (III) as the case may be then the lower indices will be adopted for price adjustment for the period of extension under Clause 17 (B) of the General Conditions of Contract.
Note:	Materials supplied free by the Railway to the contractors will not form part of the value of the contract entered into and will fall outside the purview of the price variation clause.	
	Note-Amendment to PVC clause included in tender document	



**General Conditions of Contract – Price Variation Clause (PVC) – Amendment thereto.**

**As per Railway Board's Letter No. 85/W-I/CT/7/Pt.I dt.18/19-04-2006**

Reference had been received from various Railways seeking modification in the existing Price Variation Clause in Works Contracts as a result of sharp rise in the prices of steel and cement during the last few years. The matter has been considered and Board have decided as under: -

(I) Prices of steel and cement are to be linked with the Wholesale Price Index of the respective subgroups as per RBI Index Numbers. Henceforth, the formula for calculating the amount of variation on account of variation in prices of steel and cement would be as indicated below: -

$$Ms = R \times (Ws - Wso) / Wso$$

$$Mc = R \times (Wc - Wco) / Wco$$

Where

Ms = Amount of price variation in material (steel).

Mc = Amount of price variation in material (cement).

R = Value of steel or cement supplied by contractor as per on account bill in the quarter under consideration.

Wso = Index No. of Wholesale Price of subgroup (of Steel and Iron) as published in RBI Bulletin for the base period.

Ws = Index No. of Wholesale Price of subgroup (of steel and iron) as published in RBI Bulletin for the first month of the quarters under consideration.

Wco = Index No. of Wholesale Price of subgroup (of cement) as published in RBI Bulletin for the base period.

Wc = Index No. of Wholesale Price of subgroup (of cement) as published in RBI Bulletin for the first month of the quarter under consideration.

(II) In view of the fact that the price variation of steel and cement would be calculated separately, material component should get reduced in the general PVC formula. It has, therefore, been decided to reduce the percentage of material component from 40% to 25% and increase the fixed component from 15% to 30%. Board's letter No. 85/WI/CT/7 dt.20-1-1987 would stand amended to that extent. The proportion of difference components to be adopted in the revised formula for calculating price variation under **"Other Works Contracts"** is amended as under: -

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

There would be no change in the percentages of different components in contracts of other category, namely, earthwork, ballast quarry products and tunneling.

(III) The revised weight age would be applied on the value arrived at after deducting the cost of steel & cement from the total contract value.

(IV) The tender schedule have separate items for 'Supply of Steel' and 'Supply of Cement' for RCC/PSC work to know the cost of steel and cement actually consumed at any given point of time.

(V) Payment/recovery on account of variation in price shall continue to be restricted to the ceiling of 10% (15-5) and 20% (25-5) as the case may be, as laid down in Board's letter No. 85/W1/CT/7 dt.04-04-1996.

(VI) There will be no change in other provisions contained in Board's letters No. 80/W1/CT/10 dt.25-04-1980, No. 85/W1/CT/7 dt.20-01-1987 and No. 85/W1/CT/7 dt.04-04-1996.

(VII) The contract agreements should clearly indicate that 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.

(VIII) These provisions shall be applicable with prospective effect.

(IX) This issues with the concurrence of Finance Directorate of the Ministry of Railways.

**General Conditions of Contract – Price Variation Clause (PVC) – Price variation for supply of steel by contractors in works contract circulated as per Rly. Board's letter No. 85/W-I/CT/7/Pt.I dtd.09-05-2008**

**Ref:(i) Board's letter No. 85/W-I/CT/7/Pt.I dt.18/19-04-2006.(ii) Board's letter No. 2007/CE-I/CT/18 dt.28-09-2007.(iii) Board's letter No. 2007/CE-I/CT/18 dt.07-03-2008.**

There has been unprecedented fluctuation in the price of steel in the recent past. Since the movement of RBI Wholesale Price Index for the sub-group iron and steel (which is the existing basis for admitting price variation for steel) is not truly reflecting the market fluctuation of steel prices, Board have decided to introduce the following price variation formula for supply of steel in future contracts.  $Ms = Q (Bs - Bso)$  where Ms= 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. Bs= SAIL's (Steel authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.

Bso= 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.

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**NOTE:** (i) 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.	Reinforcement bars and other rounds.	TMT 8 mm IS 1786 Fe 415
2.	All types and sizes of angles.	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3.	All types and sizes of plates.	PM Plates above 10-20 mm IS 2062 E250A SK
4.	All types and sizes of channels and joists.	Channels 200 x 75 mm IS 2062 E250A SK
5.	Any other section of steel not covered in the above categories and excluding HTS.	

(ii) The prevailing ex-works price of steel per tonne as on 1<sup>st</sup> of every month for the above categories of steel as advised by SAIL to Railway Board would be circulated to all the zonal Railways.

<b>Amendment to PVC Clause in Works Contract.</b> <b>This is as per Amendment to General Conditions of Contract (Works Contract) – Regarding Empowerment of field organizations (Works Contract matters) Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/II dt.08-10-2007.</b>	
In partial modification of Board's letter No. 85/W-1/CT/7-Vol.1 dtd.04-04-1996, the following changes are introduced regarding Price Variation Clause: -	
(i)	The minimum prescribed limit of one year of contract completion period for incorporating Price Variation Clause in tenders (Para 1(a) of above referred letter dtd.04-04-1996) stands deleted.
(ii)	<b>Price Variation Clause (PVC) shall be applicable for tenders of value more than Rs.1 Crore Irrespective of the contract completion period and PVC shall not be applicable to tenders of value less than Rs.1 Crore.</b> The existing tender value limit of Rs.1 Crore for incorporating Price Variation Clause stands reduced to Rs.50 Lakhs. (Railway Board's Letter No. 2008/CE.1/CT/Con/7(PCE/GM) dt.15-12-2008 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/III dt.05-01-2009)
(iii)	The present stipulation that "Price Variation Clause will not apply if the price variation is up to 5% and that reimbursement/recovery due to variation in prices will continue to be made only for the amount in excess of 5% of the amount payable to the contractor" vide para-1 of above referred letter dtd.04-04-1996 shall continue to be enforced. However, the existing upper limit prescribed at 15% and 25% (vide para 1 (b) and 1 (c) of Board's letter dtd.04-04-1996 referred above) for price variation claim stands deleted.
(iv)	In partial modification to item 2 (iii) of Board's letter No. 2007/CE-1/CT/18 dt.28-09-2007, it has been decided to delete the existing lower limit of 5% for disallowing the PV claim. (As per Rly. Board's letter No. 2007/CE-1/CT/18 dt.07-03-2008 circulated vide CE(W)CSTM's letter No. W.187/R/A/Policy/II dt.14-03-2008 )
<b>Works Contract Procedures – amendment thereof as per Rly. Board's L. No. 2008/CE.1/CT/Con/7 (PCE/GM) dt.15-12-2008 circulated vide GM(W)CSTM's letter No. W.187.R.A.Policy/III dt.05-01-2009 &amp; Rly. Board's L.N o.2007/CE/I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No.W/187/R/A/Policy/IV dt. 10/1/2011 Ref:(i) Board's letter No. 85/W-1/CT/7/Pt.I dt.09-05-2008. (ii) Board's letter No. 2007/CE-1/CT/18 dt.07-03-2008. (iii) Board's letter No. 2007/CE-1/CT/18 dt.28-09-2007.(iv) Board's letter No. 94/CE-1/CT/4 dt.17-10-2002.(v) Rly. Board's L.N o.2007/CE/I/CT/18/Pt.XII dtd. 31/12/2010</b>	

Subsequent to the issue of Board's above mentioned letters, Board have further reviewed certain aspects of existing works contract management practices and have decided to introduce the following changes.

#### 1. Price Variation Clause for Steel.

(Amendment to the category of steel in Board's letter cited at (i) above)

In the table given in Board's letter dtd.09-05-2008 referred above, following amendment to the category of steel produced by SAIL whose ex-works price plus ED thereof would be adopted to determine price variation for reinforcement bars and other rounds against S.No.1 of the table is introduced.

Existing	Revised
TMT 8mm IS 1786 Fe415	TMT 8mm IS 1786 FE 415/Fe500

This modification is subject to following conditions:(a)This change shall be incorporated only in future contracts. No amendment to the already finalized contracts shall be allowed. (b)The same specification has to be referred to both for the base period and for the period when payment is due.

#### 1. Application of Price Variation Clause in Works Contracts – decrease in tender value limit.

The existing tender value limit of Rs.1 Crore for incorporating Price Variation Clause stands reduced to Rs.50 Lakhs.(Railway Board's Letter No. 2008/CE.1/CT/Con/7(PCE/GM) dt.15-12-2008 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/III dt.05-01-2009.)

#### 2. Increasing the tender value limit for incorporating eligibility criteria

(As per Rly.Board letter referred at Sr.No.(v) item No.4,

The existing minimum value limit of Rs. 20 Lakhs now increased Rs.50 Lakhs for eligibility criteria ( Rly. Board's L.N o.2007/CE/I/CT/18/Pt.XII dtd. 31/12/2010)

**Amendment to General Conditions of Contract (Works Contracts) as per Railway Board's Letter No. 2003/CE-I/CT/4/PT.I dt.12/16-05-2006 & Revised Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007.& Furter Amendments**

SN.	GCC Item No.	Existing.	Revised	
1.	Earnest Money (REGULATION FOR TENDERS AND CONTRACTORS (CLAUSE-5) & Amendment Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/II dt.08-10-2007.	The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering. .	The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering The earnest money should be as under :	
			<b>Value of the work (Tender Value)</b>	<b>EMD</b>
			For works estimated to cost up to 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
		(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, 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.	No Change.	
		(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 fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The earnest money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.	No Change.	
		d)The Contractors approved for the works in various categories will have the option to deposit the Earnest Money for each individual works or furnish Standing Earnest Money at the rates indicated below: -	The practice of allowing Standing EMD is dispensed forthwith for all tenders. Therefore, Sub clause (d) stands deleted.	

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SN.	GCC Item No.	Existing.		Revised	
		Contract Value	Amount of lumpsum Earnest Money		
		Up to Rs.5 lakhs.	Rs.10,000/-		
		Above Rs.5 lakhs but up to Rs.20 lakhs	Rs.20,000/-		
		Above Rs.20 lakhs but up to Rs.50 lakhs	Rs.50,000/-		
		Above Rs.50 lakhs	Rs.1,00,000/-		
		(2) No part of this fixed lump sum deposit as Earnest Money can be accounted against the Security Deposit. A contractor has to make on the acceptance of his tender and on execution of an agreement. It may however, be noted by the contractors that this Earnest Money deposited by them is available for forfeiture to the extent specified, in cases where they tender but due to any circumstances fail to keep the offer open for the period specified in the tender documents. The earnest money should be in cash or in any of the following forms: -			As per R.B.Letter No.2003/CE-I/4/Pt.I. dtd. 4/4/08, The revised provision of GCC communicated vide item(i) and (ii) of S.No.1 of R.B.L.No.2003/CE-I/CT/4/Pt.I dtd. 12/16.5.2006 and 23/1/08 regarding the forms in which Earnest money may be accepted has been reviewed and Board have decided to amend the clauses as under : <b>“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 Nationalized Banks or by a Scheduled Bank”</b>
		(i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary..			
		ii) Deposit receipt executed by the Scheduled banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railway will not, however accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India. As per R.B.L.No.2003/CE-I/CT/4/Pt.I dtd.23/1/08, the following sentence stands deleted. . The Railway will not, however accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India			
		(b) Standing or permanent earnest money may be accepted in the following forms: -			
		(i) A deposit in cash.			
		(ii) Government securities at 5% below the market value..			The phrase “Standing or Permanent” stands deleted. As per Rly. Board’s Revised Corrigendum vide letter No. 2003/CE-I/CT/4/ PT.I dt.30-5-2006 “The phrase Standing or Permanent stand deleted is substituted by the word “DELETED”.
		(iii) Deposit receipts or demand drafts of the Nationalized Bank.			
		(iv) A deposit in the Post Office Saving Bank.			
		(v) Twelve Year National Defence Certificate.			
		(vi) Ten Year Defence Deposits.			
		(vii) National Defence Bonds.			
		(viii) National Saving Certificates.			
(ix) Time Deposit Account which came into force on 16-3-1970 and notified under Ministry of Finance, Notification No. F3(7)NS/70, dated 28-2-1970.					
(x) IRFC Bonds.					
Note: - (v) to (vii) These certificates/bonds may be accepted at their surrender value					

SN.	GCC Item No.	Existing.	Revised
2.	16(1) Security Deposit	(1) The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or in the form of Government Securities or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due to payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.	The sentence "in the form of Government Securities" stands deleted.
		(2) Unless otherwise specified in the special conditions if any the rates for deposit of security mount by Contractors will be under: -	Unless otherwise specified in the special conditions if any the Security Deposit/rate of recovery/mode of recovery shall be as under: -
		(i) For contracts up to Rs. 1 lakh - 10% of the value of the contract.  (ii) For contracts more than Rs. 1 lakh and up to Rs. 2 lakhs - 10% of the first Rs. 1 lakh and 7½ % of the balance.  (iii) For contracts more than Rs. 2 lakhs and up to Rs. 2 crores - 10% of the first Rs. 1 lakh and 7½ % of the next Rs. 1 lakh and 5% of the balance subject to the maximum of Rs. 10 lakhs. The amount over and above Rs. 3 lakhs to be recovered from the Progressive bills of the contractors at the rate of 10% till it reaches the required value.	(a) Security Deposit for each work should be 5% of the contract value, (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered, (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
		(iv) For contracts above Rs. 2 crores - 5% of the contract value. The amount over and above Rs. 3 lakhs to be recovered from the Progressive bills of the contracts at 10% till it reaches 5% of the contract value.	
		(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause (1) of this clause will be payable with interest accrued thereon.	No change.

N.	GCC Item No.	Existing.	Revised
3.	Introduction of Performance Guarantee (P.G.)	<p>The procedure for obtaining Performance Guarantee is outlined below.</p> <p>(a) The successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms: -</p> <p>(i) A deposit of Cash,</p> <p>(ii) Irrevocable Bank Guarantee,</p> <p>(iii) Government Securities including State Loan Bonds at 5 percent below the market value,</p> <p>(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;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;</p> <p>(vi) A Deposit in the Post Office Saving Bank;</p> <p>(vii) A Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defence Certificates;</p> <p>(ix) Ten years Defence Deposits;</p> <p>(x) National Defence Bonds; and</p> <p>(xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.</p> <p>Also FDR in favour of FA&amp;CAO/C (free from any encumbrance) may be accepted.</p> <p><b>(Item No. 3 (a) – Amendment to General Conditions of Contract (Works Contract) – Regarding Performance Bank Guarantee amounting to 5% of the Contract value (Policy letter No. RB/CEI-1/2007) as per Rly. Bd's letter No. 2003/CE.I/CT/4/ Pt.I dt.23-5-2007 circulated vide Sr.DFM/BSL's letter No. FX/T/Policy/PBG dt.12-06-2007).</b></p>	<p>The procedure for obtaining Performance Guarantee is outlined below.</p> <p>(a) The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value.</p> <p>(b) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.</p> <p>(c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.</p> <p>(d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and 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 either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>(e) 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:</p> <p>(I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(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.</p> <p>(III) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.</p> <p><b>This is as per Amendment to General Conditions of Contract (Works Contract) – Regarding Empowerment of field organizations (Works Contract matters) Railway Board's Letter No. 2007/CE.1/CT/18 dt.28-09-2007 circulated vide GM(W)CSTM's L. No. W.187/R/A/ Policy/II dt.08-10-2007.</b></p>

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SN.	GCC Item No.	Existing.	Revised
		<p>(b) The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15 (Fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit,</p> <p>(c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit,</p> <p>(d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately,</p> <p>(e) The balance work shall be got done independently without risk and cost of the original contractor,</p> <p>(f) The original 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 would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/ partnership firm.</p>	(NOTE: Amendment to above Performance Guarantee clause is added in the tender document.)
4.	Mobilization Advance	Nil	No Change.
5.	Equipment/Machinery Advance	Nil	No Change.
6.	Price Adjustment	Nil	The Price Variation Clause is under examination and necessary instructions shall be issued later.(Note : PVC clauses amendment received from R.B.and Hd.Qrs.added in the tender document.)
7.	Fixing Milestones	Nil	The concerned executive in-charge of the work may fix appropriate milestones and monitor.
8.	Incentive for early completion and compensation due to delay.	Nil	Not accepted.

SN.	GCC Item No.	Existing.	Revised
9.	(a) Rescinding of contract – Risk & Cost Clause.	<p>Determination of contract owing to default of contractor – (1) if the Contractor should.....</p> <p>(i) Becomes bankrupt or insolvent, or</p> <p>(ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or</p> <p>(iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or</p> <p>(iv) Have an execution levied on his goods or properly on the works, or</p> <p>(v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions or</p> <p>(vi) Abandon the contract, or</p> <p>(vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or</p> <p>(viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or</p> <p>(ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these conditions, or</p> <p>(x) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the conditions, or</p> <p>(xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under clause (28) of the conditions, or</p> <p>(xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.</p>	No Change in sub-clauses (i) to (xiii).
		<p>(xiii) A. At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officers working before his retirement, whether in the executive or administrative capacity, or whether holding any pension able post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or</p>	



SN .	GCC Item No.	Existing.	Revised
		<p>B. Fail to give at the time of submitting the said tender: -.</p> <p>(a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or</p> <p>(b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or</p> <p>(c) Being a partnership firm, the correct information as to whether any of its partners was such a retired engineer or a retired officer, or</p> <p>(d) Being an incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or</p> <p>(e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or any incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice, a final termination notice (Proforma as Annexure-V) should be issued.</p>	No change in sub-clauses B (a) to (e).
		Then and in any of the said clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-III) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good any carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure-IV) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses: -	The sentence “and adopt either or both of the following courses read with proviso (x) & (y) stands deleted.
		(x) to carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges.	Deleted.
		<p>y) to measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final:</p> <p>and in both the cases (x) and (y) mentioned above, the Railway shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor. Provided, however that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the Railway under this or may other contract or otherwise.</p> <p>Provided always that in any case in which any of powers conferred upon the Railway by sub clause (1) of Clause 62 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remain unaffected.</p>	Deleted

SN .	GCC Item No.	Existing.	Revised
		<p>2. Right of Railway after rescission of contract owing to default of Contractor – In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted: -</p> <p>(a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified,</p> <p>(b) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or out to have been executed, and to retain and employ the same in the further execution of the works of any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof,</p> <p>(c) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.</p>	<p>No change.</p> <p>No change.</p> <p>The following line is added at the end of sub clause (2) (c): -The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p>
		<p>(d) The Railway shall not be liable to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the Railway have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the Railway the amount of such excess and it shall be deemed a debt due by the Contractor to the Railway and shall be recoverable accordingly.</p>	<p>Sub-clause 2(d) is deleted.</p>
10.	Clause 51 (3)	The payment of Security Deposit.	<p>Deleted..</p> <p>Deleted since it is already covered under the revised Security Deposit clause 16(1).</p>

SN	GCC Item No.	Revised
ANNEXURE-A		
11	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011 and CE(Works) CSTM L.No.W.187.RA.Policy/IV dtd. 21/1/2011.	Revised clause 16(4) to Indian Railway GCC.(Ref. Item 1 to Rly.Board' No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 The procedure for obtaining Performance Guarantee is outlined below : (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 of 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, <b>penal interest of 15% per annum shall be charged for the delay beyond 30(Thirty) days., i.e. from 31<sup>st</sup> day after the date of issue of LOA.</b> In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues. if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. <b>Performance guarantee if delivered by hand shall be acknowledged by respective/concerned Office Supdtt.(Rate)of concerned Sr.DEN/DEN on any working day in the DRM(W)'s office, Bhusawal. If the 60<sup>th</sup> day is following on holiday then the same can be accepted on the next working day.</b>
12	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	(b)The successful bidder shall submit the Performance Guarantee 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 per cent 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. <b>Note :</b> The instruments as listed above will also be acceptable for Guarantees in case of mobilization Advance.
13	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	© The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G.shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended the contractor shall get the validity of P.G.extended to cover such extended time for completion of work plus 60 days.
14	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	(d)The value of PG to be submitted by the contractor will not change for variation upto 25%(either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional performance Guarantee amounting to 5%(five percent) for the excess value over the original contract value shall be deposited by the contractor.
15	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	(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 respected satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on <b>No Claim Certificate</b> from the contractor.

Contractor

for DRM (W) BSL

16	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	(f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and 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 either in his/her individual capacity or as a partner of any other JV/partnership firm
17	Amendment to Performance Guarantee clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	(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(notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of : (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.
<b>ANNEXURE-B</b>		
18	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	New clause 42(4) to Indian Railway GCC.(Ref. Item 2 to Rly.Board' No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 and Item No.9 to Railway Board's letter No.2007/CE-I/CT/18, dated 28/09/2007 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts : 1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
19	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade. (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender (iii) Variation in a quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of Associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender. b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value. c) Execution of quantities beyond 150% of the overall agree mental value should not be permitted and , if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAOL© and approval of General Manager.
20	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	3. In cases where decrease is involved during execution of contract : a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence. (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining No Claim Certificate from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. c) It should be certified that the work proposed to be reduced will not be required in the same work.

21	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
22	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	5. No such quantity variation limit shall apply for foundation items.
23	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not an 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).
24	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
25	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM(W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
26	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM (W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
27	New clause vide R.B. letter No.2007/CE-I/CT/18/Pt.XII dtd. 31/12/2010 circulated by GM (W) CSTM's letter No..W/187/R/A/Policy/IV dtd. 10/1/2011	10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

<b>Additional SPECIAL CONDITIONS OF CONTRACT.</b>		
<b>1.</b>	<b>GENERAL.</b>	
	<b>1.1</b>	These “Special Conditions and Specifications, Instruction to Tenderers and the stipulations made in the Schedule of quantities and rates “ shall govern the works executed under this contract in addition to the “Central Railway Specification for Materials and Works, General Conditions of Contract and Central Railway Standard Schedule of Rates – 2002”, such as amended by correction slips from time to time.
	<b>1.2</b>	Where there is any conflict between these “Special Conditions and Specifications” and the “Schedule of quantities and rates” on one hand and the “Central Railway Specifications for Materials and Works, General Conditions of Contract and the Central Railway Standard Schedule of Rates – 2002” on the other, the former shall prevail.
	<b>1.3</b>	All references in this document to the word “Standard Specifications” shall mean the Specifications mentioned in the “Central Railway Specifications for Materials and Works”.
	<b>1.4</b>	Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
	<b>1.5</b>	Any Specification/conditions stated by the tenderer in the covering letter submitted along with his tender shall be deemed to be a part of the contract only to such extent has have been explicitly accepted by the Railway.
	<b>1.6</b>	The General Conditions of contract will mean the General Conditions of Contract as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the time of execution of the agreement mentioned in clause 15 under Conditions of Tender. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and/or corrections made to the said General Conditions of contract.
<b>2.</b>	<b>SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:</b>	
<b>2.1</b>	Note-Amendment to SD clause included in the tender document	
<b>3.</b>	<b>HIRE OF PLANT &amp; MACHINERY AND OTHER FACILITIES.</b>	
	<b>3.1</b>	The contractor shall make his own arrangements for all plant and machinery other facilities equipments, tools, including spare parts, fuel and consumable stores, and all labour required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.
	<b>3.2</b>	On the contractor’s request the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in which case, the hire charges for plant and machinery will be calculated to cover interest ordinary repairs and maintenance charges at 5% special repairs and maintenance charges at 10% depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plant & Machinery, which will be the present day market value plus, freight and other incidental charges increased by 12½ % supervision charges.
	<b>3.3</b>	Hire charges for items other than plant and machinery, which do not require any form of repair and maintenance shall only take into account interest on capital, depreciation and an additional 10% on these two.
	<b>3.4</b>	The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.
	<b>3.5</b>	In the event of a plant or equipment or facility given on hire to the contractor not being returned to the railway administration in a reasonably goods working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant/facility as on sale, as per extant orders of the Railway from the date it was initially given on hire, withdrawing the hire terms and charges.
	<b>3.6</b>	If however, the plant and machinery/other facilities, equipments, and tools relinquished by the contractor are not available in Railway’s stock or the Railway decides not to supply the same for reasons whatsoever neither the Railway shall be bound to arrange for the supply thereof nor will Railway’s inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.
<b>4.</b>	<b>SUPPLY OF MATERIALS BY RAILWAYS.</b>	
	<b>4.1</b>	Railway’s material such as steel, M.S. bars, coils, plates, tie-bars, angle iron, R.S. Js. Channels rails etc. roofing material glazing or any other items as are stipulated in the agreement to be issued to the Contractor for the work either free of charge or on payment as the case may be, will be issued to him at the Railways depot/goods shed at..... and will have to be transported by the contractor to the site of work at his cost. All such materials will be used by the Contractor for the work in such quantities as are indicated in the schedule or in relevant specifications or drawings or as approved by the Engineers whose, decision thereon shall be final. Wastage of or damage to such materials in any manner shall be totally avoided. If surplus material issued, if any, is not returned in good condition immediately after completion of the work or if any quantity of material supplied by the Railway is consumed in excess or wasted or damaged or lost or not satisfactorily accounted for in that case recovery will be made from the Contractor at twice the market rate or twice book rate at the time of last issue whichever is higher plus 5% freight and 2% incidental charges plus 12½ % supervision charges on the above cost arrived at for the quantity of material consumed in excess or wasted or damaged, lost or not satisfactorily accounted for.
		In case it is discovered that the quantity of steel or any other items issued by the railway as actually used in the work is less than the quantity/quantities specified to be used, the cost of steel and for other such items not so used shall also be recovered from the Contractors on the basis stipulated in sub-Para above.
		Action under this Clause will be without prejudice to the right of the Railway to take action against the Contractors/under the conditions of the Contract for not doing/completing the work according to the prescribed Specifications and approved drawings.

	4.1. 1	It is well known that the supply of cement and steel to the consumers is very difficult now a days and hence if there will be delay in the supply of cement and steel to the contractors, they should note that no claim or compensation of any kind will be entertained, but only suitable extension of time will be considered by the Railway depending upon the merits of the case.	
	4.2	Mild steel rounds may be supplied in straight lengths or in coils and in lengths as may be available with the Railway. In the event of steel materials of diameters as specified in the drawings not being available, the nearest size will be given and no claims shall be on account of or of increased wof steel materials in handling and transport, cutting, bending, binding, hooking, fixing, placing etc. reinforcement including additional binding wire.	
	4.3	Railway may supply deformed bar/or steel instead of M.S. rounds either of the same diameters or equivalent diameter and no extra payment will be made for handling and transport etc. of deformed bars or steel reinforcement if the same is used instead of M.S. reinforcement.	
	4.4	Railway’s materials will be issued on specific requisitions by the Contractor and as per requirement consistent with the progress of works and or progress of supply of fabricated materials to the Railway. If the Railway materials required to be issued to the Contractor for the works, are to be taken to the Contractors workshop outside Railway premises a guarantee bond for the amount to cover cost of Railway material should furnished by the Contractor before such materials are issued to him.	
	4.5	All material left over as ‘Surplus’ or as ‘Scraps’ out of materials supplied by the railway should be returned to the Railway’s Stores at ..... failing which the cost will be recovered, as per provision of clause 4.1 of the special conditions of Contract.	
	4.6	<b>ISSUE OF CEMENT</b>	
	4.6. 1	For items of work based on Standard Schedule of rates 2002, and any other non-schedule item requiring use of cement, as including in the Tender Schedule, cement will be supplied by the Railway at the rate of Rs..... (in Words) ..... per bag of 50 Kgs.	
	4.6. 2	<b>Where cement is supplied free of cost:-</b>	
		Cement will be supplied by the Railway to the contractor at the Railway’s stores at ..... The contractor shall transport the cement to the site of work, at his own cost and keep it under his safe custody in a go down to be provided at the site of work at his own cost. Engineer’s representative will regulate the daily consumption of cement for the work in hand at the site by adopting suitable methods. If surplus cement issued, if any is not returned in good condition immediately after completion of the work, or if any quantity of cement supplied by the Railway is consumed in excess or used less than the quantities as required by the specification cost will be recovered from the contractor at twice the book rate or twice the market rate whichever is higher at the time of last issue plus code charges as per extant rules.	
	4.6. 3	<b>Where cement is supplied and cost is recovered :-</b>	
		Cement will be supplied by the Railway to contractors at Railway’s store at ..... The contractor shall transport the cement to the site of work at his own cost and keep it under his safe custody in a go down to be provided at the site of work at his own cost. Engineer’s representative will regulate the daily consumption of the cement for the work in hand at the site by adopting suitable methods. If surplus cement issued, if any, is not returned in good condition immediately after completion of the work or if any quantity of cement supplied by the Railway is consumed in excess or less than the quantities, as required by the specification cost will be recovered from the contractor at twice the book rate or twice the market rate whichever is higher at the time of last issue plus code charges as per extant rules.	
	4.6.4. 1	<b>When cement is Supplied to the Contractor for the works free of cost:-</b>	
		Cement bags of whatever material in which the cement is supplied, when empty after use of the cement, will be retained by the contractor and will be the property of the contractor. For all the empty cement bags retained with the contractor, recoveries shall be effected at the following rates from the contractor :-	
	(A)	<b>Paper bags</b>	<b>Rate</b>
			<b>Nil</b>
	(B)	<b>Jute bags</b>	<b>Rs. 2/- per bag.</b>
	(C)	<b>Other materials</b>	<b>As specified separately.</b>
		The contractor shall however, return at the site go down only such of the empty cement bags as are acceptable to the Railway’s representative when so directed by the Engineer whose decision on the matter will be final and conclusive.	
	4.6.4. 2	<b>When the cement is supplied to the contractor for the works and cost is recoverable: -</b>	
		Cement bags of whatever material in which the cement is supplied when empty after use of the cement, will be retained by the contractor and will be the property of the contractor.	
		The contractor shall however, when so directed by the Engineer return at the site go down only such of the empty cement bags as are acceptable to the Railway’s representative. The decision of the Engineer on the matter will be final and conclusive. In such cases necessary credit will be given to the contractor at the rates mentioned in Para 4.6.4.1 above.	
<b>NOTE</b>		<b>For condition at item No. 4.6 to 4.6.4.2 (Issue of Cement):- Not applicable, cement will not be supplied by Railway.</b>	

<b>5.</b>	<b>USE OF RAILWAY MATERIALS SECURED WITH GOVERNMENT ASSISTANCE: -</b>	
	<b>5.1</b>	The railway shall not supply from its own quota to the contractors controlled or imported commodities. Assistance will, however be given by recommending to appropriate authorities on contractor's application for issue of Import licences and release of controlled commodities if the Engineer is satisfied that this materials is actually required by the contractors for carrying out the work and is not available in the country.
	<b>5.2</b>	Where any raw materials for the execution of the contract are procured with the assistance of Government either by issue from Government, stocks or purchases under arrangements made or permit (s) or licence (s) issued by the Government, the Contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of the contract against which they are issued and no disposal off them without permission of the government and return, if required by the Government all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with due regard to the condition of the materials. The freight charges for the return of the materials according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part. The decision of Government shall be final and conclusive.
	<b>5.3</b>	In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the licence (s) or the permit (s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.
<b>6.</b>	<b>SETTING OUT OF WORKS: -</b>	
	<b>6.1</b>	The Railway will initially set out the centre line of the bridge and the alignment and fix the positions of the piers and abutments. The contractor shall thereafter set out the work and every part thereof fully. The contractor shall be responsible for maintaining the accuracy of the alignment, positions, levels and of the work in accordance with the drawings, directions or instructions given from time to time to him and every facility shall be given to the engineer for checking of the same. The contractor at his own cost shall rectify the error in the dimensions, alignments positions or levels of work set out or constructed by him to the satisfaction of the Engineer.
	<b>6.2</b>	In the case of building or other structures the Engineer or his representative will set out the center, longitudinal or the face line and at least one main cross line.
	<b>6.3</b>	The work shall be set out by the contractor to the satisfaction of the engineer but his approval there shall not, nor shall his joining with the contractor in setting out the work, relieve the contractor from his entire and sole responsibility therefore.
	<b>6.4</b>	The contractor shall also provide, fix and be responsible for the maintenance of all stakes, templates profiles, levels marks, points etc. must take all necessary precautions to prevent these being removed, altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances should the same take place and for their efficient reinstatement.
<b>7</b>	<b>7.1</b>	<b>SUPPLY OF WATER AND ELECTRICITY:-</b> The contractor shall make his own arrangements for water supply. Wherever is convenient to the Railway administration, the water from piped supply may be made available to the contractor, provided the contractor shall arrange at his own expenses to effect the connections & lay additional pipe lines and accessories to the site of work & that the contractor shall not be entitled to any compensation for interruption or failure of the water supply. The contractor will have to pay for such water supply or for supply from Railway well or tube wells at a rate of one per cent on the amount of all items or work appearing in the bills payable to the contractor in respect of which work such water has been used by the contractor and such charges shall be deducted from sums due or payable by the railway to the contractor from time to time. Connections to the labour camps will not be permitted.
	<b>7.2</b>	The contractor shall make his own arrangements for the operation of mechanical equipments required for the execution of work and / or for the purpose of lighting for working during day/night time. Wherever, it is convenient to the Railway Administration, the electric supply may be made available to the contractor provided the contractor shall arrange at his own expense to effect the connections and lay additional wiring provide meter and other accessories on the site. Such work of laying wiring etc. shall be done under supervision of a qualified staff and a certificate shall be required to be submitted to the effect that the work of wiring has been done as per rules or the work shall have to be got done through Railway Organization and the charges for the same shall have to be borne by the contractor as per extant rules
	<b>7.3</b>	The contractor shall not be entitled to any compensation for interruption or failure of the electric supply. The contractor will have to pay for such electric supply from Railway at a rate agreed to between contractor and Railway Administration and such charge shall be deducted from the sums due or payable by the Railway to the contractor from time to time.
	<b>7.4</b>	Water available locally in wells, creeks or nallahs may be blackish water at some locations. It should be noted that no sea or blackish water shall be used in all classes of masonry, reinforced and mass concrete work. In addition, water used for the above works shall be free from earthy, vegetable or organic matter, oils, acids and alkaline substance in solutions or in suspension and impurities and shall be fit for drinking.
<b>8</b>		<b>. ROYALTIES AND PATENT RIGHTS</b>
	<b>8.1</b>	The contractor shall defray the cost of all royalties, fees and other payments in respects of Patents, Patent rights and licences which may be payable to patented licence or other persons or corporation and shall obtain all necessary licences. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the Railway audit officers, servants, representatives against all claims proceedings, damages, cost charges, loss and liability which they or any of them may sustain incur or be put to by reason or in consequence of, directly or indirectly, any such breach and against payment of any royalties damages or other monies which the Railway may have to any person or paid in total to the patent rights in respect of the users of any machine, instructions, process, articles, matters or thing constructed manufactured, supplied or delivered by the contractor to this order under this contract.



8.2 8.2.1	<b>PAYMENT OF ROYLTY CHARGES.-</b> All taxes royalty charges etc.in connection with construction and supply of rubble/sand/stone ballast etc.have to be borne by the contractor. The contractor will be required to obtain a royalty clearance certificate from, the concerned Revenue Authority/Collector and produce the same to DEN/Sr.DEN/XEN after completion of the supply but before release of his final bill . If in any case the contractor fails to produce the clearance certificate for royalty charges an amount equal to the amount of unpaid royalty charges as intimated by the Revenue Authority /Collector or as calculated on the basis of the relevant rates for payment of royalty charges applicable to the area will be retained from the dues of the contractor. No claim regarding interest charges of delay in payment for retention of this amount would be entertained.
8.3 8.3.1	<b>Permit or Parwana-</b> The contractor will at his own expenses obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The President/Railway Admn.will not under any circumstances be liable to obtain any permit or parwana whatsoever for the contractor.
9	<b>LEGAL CHARGES-</b> A Fee of Rs.200/- per legal documents like partnership deed or power of attorney executed before or after the execution of the contract will be recovered from the contractor for obtaining legal Advice in the Law Office
10	<b>EMPLOYMENT OF STAFF-</b> The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of Engineering Department which includes Civil. Mechanical, Electrical, Signal Telecommunication Departments of Railways whether pensionable or non-pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway, P.W.D. or Defence Forces or as an employee of such contractor within 2 years of his retirement without obtaining the permission of the President of India before taking up such engagement or employment.
11	<b>STORAGE OF INFLAMMABLE ARTICLES-</b> No inflammable materials, such as petroleum oil etc.within the meaning of the Indian Petroleum Act. And Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act. has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor
12	<b>ANTI-LARVAL WORKS-</b> The contractor/s shall at his/their cost carry out all anti-larval works as per the Bye-laws of the locals authorities concerned or as may be directed by the engineer during the execution of the work under this contracts. If the contractor fails to carry out such work the railway may carry out the same and recover the cost, the fare from the contractor/s in the same way as other Railway amount are recoverable.
13	<b>SERVICE ROAD APPROACHES-</b> The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing an obstruction to be crossed in the course of the work over land or across water and the cost of providing and maintenance of approach/and or service roads that may be necessary for bringing and removing the plants, machinery and material to and from the site of work including rent for use and/or compensation for damage if any to intervening private land traversed by such approach/service roads, and including cost of acquisition of land, if required for the purpose. The contractor will be permitted to make use of available service roads of the railways free of cost. Railway reserves the right to make use of the contractor's service road without paying any charges to him.
14	The tenderer should note that the rates quoted shall embrace all operations necessary for the satisfactory completion of the work to finish and shall include all charged for handling , transport, lead, lift, labours, housing, sanitation, water supply materials, fuel, tools and plants, electric power, workshop facilities, machinery security, lighting etc. and all other expenses of every kinds
15	<b>SAFE WORKING METHODS-</b> The contractors shall at all times, adopt such safe methods of working as will ensure safety of structures equipment and labour, Safety rules that should be adhered to are given as guidelines in appendix "A" . If at any time, the Railway finds the safety arrangements inadequate or unsafe, the contractor shall take immediate corrective action as directed by the Rly's representative at site. Any directions in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The Contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.
16	<b>NIGHT WORK-</b> The provision in clause 23 of General Conditions of Contract should be noted regarding execution of work between sunset and sun-rise. If the railway, is however, satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even at night , without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the engineer in this regard will be final and binding on the contractor
17	<b>NOTICE TO PUBLIC BODIES-</b> The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions. Enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light etc. required in night.
18	<b>FIGURES, DIMENSIONS-</b> Figures and dimensions on drawings shall supercede measurements by scale, and drawings to a large scale shall take precedence over those to a smaller scale.
19	<b>PLEA OF CUSTOM-</b> The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications

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20		<b>CARE OF STAFF</b> – No quarters will be provided by the railway for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site work on available railway land. The contractor shall at his own cost make all necessary and adequate arrangements for the importation, feeding and preservation of hygiene of his staff. The contractor shall permit inspection at all times, of all sanitary arrangements made by him, by the engineer or his assistant or the Medical staff of the Railway. If the contractor fails to make adequate medical and sanitary arrangements these will be provided by the railway and the cost thereof, will be recovered from the contractor.
21		<b>FIRST AID</b> -The contractor shall maintain in a readily accessible place first aid appliance including an adequate supplied of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.
22		<b>DAMAGE ACCIDENT OR FLOODS OR TIDES</b> -The contractor shall take all precautions against damages from accidents, floods or tides. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the Railway administration, lost or damaged by any cause during the course of contractor's work. The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.
23		<b>TRESPASS</b> -The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Engineer.
24		Code Nos. description and raters given in the schedule are based on the Standards schedule of rates 2002. Any discrepancies noticed at any time during the execution currency of work in wording, rates quantity of cement etc. should be rectified by reference to the printed schedule which shall be treated as authoritative and binding on the contractor. The notes appearing at the beginning of each of the relevant chapter of Central Railway's Standards schedule of rates 2002 except modified by these special conditions will be applicable to this contract, both for standard schedule and non-scheduled items.
25		<p>The following additional clause No. 55- A to the general Conditions of contract will be applicable: -</p> <p>“55-A (i) The contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Act 1971 as modified from time to time, whenever applicable and shall also indemnify the Railway from and against any claim under aforesaid Act and the Rules.</p> <p>(ii) The contractor shall obtain valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill this requirement shall attract the panel provisions of the contract arising out of the resultant non-execution of the work.</p> <p>(iii)The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.</p> <p>(iv) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.</p> <p>(v) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules , the Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under section 20 Sub-section(2) and section 21 Sub-section (4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section(1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor”</p>
25 -A		If the Contractors is a co-operative labour contract , Society/Vendor Co-operative Society, there shall be no element of contractor or ex-contractors in that Society in any capacity not shall there be any close relative of the Contractor or ex-contractor associating with the Society as an office bearer. The Railway administration reserve the right to terminate the contract of the Society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.
26		<b>BLASTING-</b>
	26.1.1	In the procurement, transport, storage issue and use of explosives the contractor shall abide by the specification and provisions incorporated in the IS Specification No.4081-1967 and IS Specification No.4756-1968 as amended from time to time .He shall also abide by all the rules and regulations provided in the Indian Explosives Act.1984 amended from time to time and such other acts and rules as may be enacted laid from time to time by the Government for such work
	26.1.2 -	Prior to carrying out any blasting the contractor shall obtain the concurrence of the Engineers and shall be at all times bound to carry out his instructions regarding provision of blanketing the type number size and placing and firing of charges. Where the blasting is to be carried out closed to running line, the Engineer may restrict the sixes and number of shots to be fired at a time so that adjoining tracks and works are not adversely affected and so that the rock beyond the desired profile of the cutting etc. is not

		cracked or disturbed. Blasting in close proximity to track structures and power lines will be carried out only under traffic power blocks. For works near telephone or telegraph wires, the contractor must advise the engineer in good time. so that he can satisfy himself that safe working methods are being adopted. The contractor will only fire charges at the time notified to him by the engineer and will observe all precautions considered necessary as ordered by the Engineer. The contractor will have no claim for damages or loss due to any delay established or claimed to have occurred to the progress of any part of the work as a result of obeying such instruction of the engineer or taking such safety precautions as to the engineer may order to be taken from time to time.
	26.1.3	The traffic and power blocks required for carrying out the blasting will be settled in advance and the contractor will be advised of the availability of blocks at least 6 hours in advance. If however, the block could not be made available due to any reason whatsoever, the contractor will have no claim for any loss.
27		<b>Period of completion-</b> The railway expects that a resourceful and experienced contractor should be able to complete the work in all respects within <b>SIX months</b> after contract is awarded. Each contractor must, however fill in the appropriate place on page 1 on the Tender Document, the period within which he undertake to complete the work.
28		<b>Maintenance period:</b> The work shall be maintained after completion for a period of <b>SIX months</b> by the contractor and he shall make good any defects, imperfection shrinkages or faults which may appear at his own cost.
29		<b>Arbitration:-</b>
	29.1	The provisions 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the Parties for values less than or equal to 20% of the value of the contract and when the claims or disputes are of value more than 20% of the value of contract, provision of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be a remedy for settlement of such disputes.
	29.2	The contractor shall not be entitled to ask for reference to arbitration before COMPLETION of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle disputes only ONCE within the ambit of condition (1) above.
	<b>APPENDIX 'A' SAFETY RULES</b>	
1	Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and the ladder shall be given an inclination not steeper than 1/4 to (1/4 horizontal to one vertical).	
2	Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaging from the building or structure	
3	Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and where the height of the platform or the gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.	
4	Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 metres in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 metres in length. For longer ladders, this width should be increased by at least 20 mm for each additional metre of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public. The contractor shall provide all necessary fencing and light to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person	
5	Demolition before any demolition work is commenced and also during the process of the work: - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected. b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged. c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.	
6	All necessary personal safety equipment as considered adequate by the Engineer in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned. a) Workers employed on mixing asphaltic materials, cement and live mortar shall be provided with protective goggles. b) These engaged in white washing and mixing or attaching of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles. c) Those engaged in welding works shall be provided with welder's protective eye sight lids. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals	

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<b>6 a)</b>	In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man, for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period
<b>7</b>	When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
<b>8</b>	Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions: (a) ( i ) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order. (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects. (b) Every Crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding. (c) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing. (d) In case of departmental machine the safe working load shall be notified by the Electrical Engineer in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
<b>9</b>	Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are goods conductors of electricity.
<b>10</b>	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work
<b>11</b>	These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named herein by the contractor
<b>12</b>	To ensure effective endorsement of the Rules and Regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour Officer/Engineer in-charge of the department or their representative.
<b>13</b>	Notwithstanding the above clauses from (1) to (12) there is nothing in these to exempt the contract or the operations of any other act of Rule in force in the Republic of India.

**- End of Tender Notice No. - DRM (W) Bhusawal/38/2011 dt30-09-2011. (Pages 1 to 60 )**

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