



CENTRAL RAILWAY

ENGINEERING DEPARTMENT

TENDER NOTICE No.:- W.294/BR/Tender/10/15-16
date 10.12.2015.

TENDER FORM

Name of work

Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.

REGULATIONS 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 incharge 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 incharge 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;
- (g) authorized copy of the current Income Tax Clearance Certificate.

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 clerk age 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.

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

	Value of work	E.M.D.
A	For works estimated to cost upto Rs.1crore.	2% of the estimated cost of the work.
B	For works estimated to cost more than Rs. 1 Crore.	Rs. 2 lakhs plus ½ % (half percent) of the excess of the estimated cost of work beyond Rs. 1 Crore subject to a maximum of Rs 1 Crore.

The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.

(b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, 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 earnest money 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.

(2) The earnest money should be in cash or in any of the following forms:-

- (i) Bankers Cheques, 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.

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 if 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.

CENTRAL RAILWAY

TENDER NOTICE No. W.294/BR/Tender/10/15-16 date 10.12.2015

Executive Engineer (Bridge Line/HQ), Central Railway, Mumbai CST, for and on behalf of the President of India, invites Open tenders in sealed covers for the following work:

Description of work	Approx. Cost (Rs.)	EMD (Rs.)	Completion period
Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.	54,52,829/-	1,09,060/-	Nine months
Cost of Tender forms (non-refundable)	Rs. 5000/- (Rupees Five thousand only). a. Cash to be deposited with Chief Cashier, CSTM or any Station Master of Central Railway and production of Money receipt to that effect. b. Pay order/ Demand draft drawn in favour of W.A.A.O. Central Railway Manmad issued by Nationalized/ Scheduled Bank		
Sale of Tender Documents	Tender documents will be available in the office of AXEN (Str.) Byculla, Central Railway, Byculla from 11.12.2015 to 19.01.2016 between 11.00 and 17.00 hrs. Tender document can also be downloaded from the website www.cr.indianrailways.gov.in on these dates.		
Earnest Money	Earnest money may be submitted in one of the following forms: 1. In cash with the Chief Cashier, C. Rly., CSTM or with any of the Station Master of Central Railway and production of money receipt to that effect. 2. Bankers Cheques, demand drafts. These forms of earnest money could be either of the State Bank of India or of nationalized banks or Scheduled Banks. 3. Bankers Cheques/Demand draft should be drawn in favour of W.A.A.O. Central Railway, Manmad Earnest Money in the form of SEM & Bank Guarantee Bonds shall not be accepted. Tenders unaccompanied with requisite earnest money or received in any other form than those mentioned vide (1) and (2) above, shall be summarily rejected.		
Eligibility Criteria	Eligibility Criteria :- Applicable for this tender :- Only those firms, which in their individual capacity, satisfy the following criteria, need to quote for this tender:- a) 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: Following documents will be relied upon for working out the total Contractual amount received by the tenderer to evaluate credentials against criteria (a) above.

- i) The tenderer(s) shall be eligible only if he/ they fulfill Minimum Eligibility Criteria of having received total contract amount during the last three financial years & in the current financial year with a minimum of 150% of the advertised tender value.
 - ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.
 - iii) Attested copy of tax deducted at source (TDS) certificate.
 - iv) Attested copy of Audited balance sheet duly certified by the Chartered Accountant.
 - v) Attested certificate from the Employer/Clients about contractual payment received for the work done.
- b) Should have physically completed in the qualifying period i.e. current year and three previous financial years even though the work might have commenced before the qualifying period) at least one similar single work for minimum value of 35% of advertised tender value. Similar work shall mean

Category – C- iv:- “Any Civil Engineering work involving Bridge/FOB work on running /non running line involving fabrication/painting of steel girder/ composite girder”. Cost component of bridge work in the completion certificate shall be at least 35% of the tendered value of the proposed work”.

Note:-

- i) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone should be considered.
- ii) In case, final bill of similar nature of work has not been passed, paid amount including statutory deductions is to be considered if final measurements have not been recorded OR if final measurements have been recorded and work has been completed with negative variation.
- iii) 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 should be considered for judging eligibility.

	<ul style="list-style-type: none"> • Tenderers should submit documentary proof in regard to fulfilling the eligibility criteria along with the offer. The offer of tenderers who do not meet the eligibility criteria as mentioned vide (a) & (b) above shall not be considered. The Tenderer who fails to submit documentary proof along with their offer will normally not be considered. • Tenderer may carefully note that Contract Agreement for this work is liable to be terminated at any time later, in case the documents furnished by them are found to be untrue/misleading or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.
Date of submission of Tender document	Up to 20.01.2016 from 11.00 to 15.00 Hrs.
Date & Time of Opening of Tenders	20.01.2016 at 15.30 Hrs in the office of AXEN (Str.) Byculla, at Byculla
Validity of the offer	90 days.
Down loading of tender document from Website.	In case Tender document is downloaded from Web-site in PDF format, the cost of Tender Document, i.e. Non-refundable of Rs. 5,000/- should be paid separately. It should not be merged with Earnest Money. The cost of tender document should be deposited in the forms mentioned above.

Note :-

- 1) Tender document will neither be issued by post nor received by post.
- 2) Tender document in sealed cover can be dropped in the tender box kept in the office of **AXEN (Str.) Byculla, Central Railway, Byculla.**
- 3) Tenderer or their authorized representative may remain present at the time of opening the tender.
- 4) Tender document is not transferable.
- 5) For any additional information/clarification contact on the above address on any working days between 11.00 hours to 15.30 hours.

Sd/-
XEN (Bridge line / HQ) CST

ADDITIONAL SPECIAL CONDITIONS FOR TENDER DOCUMENT
DOWNLOADED FROM INTERNET/WEBSITE.

This tender Document contains 81 Pages.

1. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business/profit resulting from inability to use this facility.
2. The Tenderer/s shall download & print the Tender document solely for bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
3. The end of tender document is indicated by "**End of Tender Document**" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
4. The tender document downloaded from website though does not bear signature of Rly authority shall have same authority as having directly purchased from Rly office. Tenderers while submitting his offer must sign all pages of tender document.
5. The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The Tenderer should clearly write on main tender cover and also on the top of sealed cover "**Tender documents downloaded from website**".
6. The Tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. **The cost of EMD shall not be merged with cost of tender form and shall be separately furnished**
7. The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Rly is liable to terminate the contract on contractor's default.

In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Rly shall prevail and decision of Rly thereon shall be final and binding on Tenderer/ Contractor.

- 8) Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further Tenderer shall bear expenses of Internet connection and telephone charges, if any for downloading of tender document.
- 9) The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall taken into account while submitting the tender. Tenderers' offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.
- 10) The "Additional Conditions for Tender Document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
- 11) The following declaration should be given by the Tenderer while submitting the tender:

Declaration

*I/We have downloaded the tender document from the website **www.cr.indianrailways.gov.in** and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered / modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.*

TENDER NOTICE No. W.294/BR/Tender/10/15-16 DATE:- 10.12.2015

Name of Work Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.

Approximate value **Rs. 54,52,829/-**
Last date for submission **20.01. 2016**

Issued to.
Date of issue

CERTIFICATE

I / We hereby declare and certify that I / We have inspected the site of work and have fully familiarized myself / ourselves with all aspects of works to be carried out under the present tender where upon only, rates have been quoted by me / us. I am aware of:-

1. Details of the bridge on which work is to be carried out.
2. Topography of the area & conditions at the site of work.
3. Availability of local labour, both skilled and un-skilled.
4. The existing roads and access to the site of work.
5. Availability of space for putting camps, offices, engineering tools, yard etc.
6. Availability of other facilities like electricity, water at the bridge sites.

Signature for & on behalf of
Tenderer.

Date :

Place :

-----X-----

CHAPTER- I

GENERAL INSTRUCTIONS TO TENDERER

1. Tender document should be submitted intact without detaching or defacing any pages.
2. Only original tender document issued to tenderer will be accepted.
3. Period of Completion of the work is as mentioned in the tender notice.
4. Offer of tenderer shall remain valid for a period of 90 days from the date of opening.
5. Tenders with any special conditions may be rejected.
6. The tender should be accompanied by the following.
 - a. Availability of Engineers and Technical persons in execution of the works by Tenderer and their professional details.
 - b. All proformas should be filled. In case necessary, additional sheets can be attached.
7. Address provided at Annexure - I shall be considered as official correspondence address of tenderer. Non delivery of communication due to defective address shall be responsibility of tenderer.

8 Subletting and Assignment: -

- 8.1 The Contractor shall not, save with the previous consent in writing of the Railway Administration, sublet , transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 8.2. In the event of the Contractor's subletting or assigning this contract or any part thereof with out such permission, the Railway Administration shall be entitled to terminate the contract and to award the work to other agency at Contractor's risk and cost and the Contractor shall be liable for any loss or damage which the Railway Administration may sustain in consequence or arising out of such purpose.
9. Tender in prescribed form must be enclosed in sealed cover super scribing there on Tender Notice Number, the name of work as mentioned in the Tender Notice and must be deposited in the Tender box kept in the office of the **Assistant Executive Engineer (Str.) Byculla, Central Railway, Byculla** not later than the time and date mentioned in the Tender Notice. The Tender will be opened at the stipulated time in presence of such those tenderer or their authorized Representative who may choose to be present. Tender which are received after the date and time specified are liable to be rejected.
10. Tender containing omissions, overwriting, additions, alterations, erasures, obliterations and other defects are liable to be rejected. All corrections made by the Tenderer / Contractor should be properly attested by the Tenderer / Contractor.

- 11.** Tenderer / Contractor should quote their rates in figures and in words, wherever there is a difference between the rates quoted in figures and words, the rate quoted in words will be taken as correct.
- 12.** The Tenderer / Contractor shall sign every page of the Tender document and submit the tender document intact.
- 13.** The Tenderer / Contractor shall visit the site of work and ascertain for himself / themselves all the aspect of site conditions viz., accessibility, availability of approach roads, water for work and drinking purpose, electricity, site for labour camps, stores, godowns extent of lead, lift involved in the work, availability of skill and unskilled labour etc. that may be encountered in the course of execution of work. In short, he should familiarize himself fully with the conditions obtaining at site and give a certificate to this effect in the proforma appended elsewhere in this tender document.
- 14.** Satisfactory evidence of financial stability, credentials, must be submitted along with each tender; otherwise the tender may not be considered for acceptance.
- 15.** Tenderer / Contractor should specifically and fully disclose in their respective tenders, their respective constitutions and submit along with each tender attested Photostat copies of documents like partnership deed, Articles and Memorandum of Association, Certificate of Incorporation etc., if any, in support of such disclosures. Railway Administration reserves the right to demand originals of such documents for verification.
- 16.** If a tenderer / Contractor is a firm, i.e. Partnership business it should be stated whether the same is registered under the Indian Partnership Act and the name and address of all the Partners of the firm should be fully disclosed. The Railway Administration shall always have the liberty to demand production of the original of the said documents and also to make such further requisitions regarding the constitution of the firm of the Tenderer / Contractor as may be considered necessary.
- 17.** The Tenderer / Contractor shall give a comprehensive list of Plant and Machinery which he proposes to use in the present work.
- 18.** These "Instructions to the Tenderers" shall be deemed to form a part of Tender Document.
- 19.** Non compliance with any of the condition set forth in this Tender document is liable to result in the Tender being rejected.
- 20.** On account bills will be submitted by the Contractor duly signed, at his own cost in standard Railway proforma and on account payments will be arranged after scrutiny and checking of bill by Railways as per the payment terms mentioned in the Tender Schedule.
- 21.** Should tenderer find discrepancies in any of the tender form or be in document as to their meaning, he should at once notify the authority inviting tenders who may send written instruction to all the tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially make upon himself and provide for the risk for any error which may subsequently be discovered and shall make no subsequent claim on account thereon.

22. If a tenderer expires after submission of the tender or after acceptance of his tender the Railway shall deem such tender as cancelled. If a partner of a firm expires after submission of their tender or after acceptance of their tender, it shall be binding on the part of remaining partners to fulfill the contractual obligations.
23. If the tenderer deliberately gives wrong information in his / their tender or creates circumstances for acceptance of his / their tender the Railway reserves the right to reject such tender at any stage.
24. Conditional tender shall not be considered. The tenderers intending to put any special conditions, requested to give the same on the first page of the tender form. The special conditions appearing on any other page of the tender form shall not be considered as valid.
25. As the nature of work warrants high level of expertise, tenderer should make it a point to understand the work carefully and thoroughly before quoting the rate.

26. Eligibility Criteria:- Applicable for this tender

Only those firms, which in their individual capacity satisfy the following criteria, need to quote for this tender:-

- a) 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: Following documents will be relied upon for working out the total Contractual amount received by the tenderer to evaluate credentials against criterion (a) above.

- i) The tenderer(s) shall be eligible only if he/ they fulfill Minimum Eligibility Criteria of having received total contract amount during the last three financial years & in the current financial year with a minimum of 150% of the advertised tender value.
 - ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.
 - iii) Attested copy of tax deducted at source (TDS) certificate
 - iv) Attested copy of Audited Balance Sheet duly certified by the Chartered Accountant
 - v) Attested certificate from the Employer/Clients about contractual payment received for the work done.
- b) Should have physically completed in the qualifying period i.e. current year and three previous financial years even though the work might have commenced before the qualifying period) at least one similar single work for minimum value of 35% of advertised tender value. Similar work shall mean

Category – C- iv:- “Any Civil Engineering work involving Bridge/FOB work on running /non running line involving fabrication/painting of steel girder/ composite girder”. Cost component of bridge work in the completion certificate shall be at least 35% of the tendered value of the proposed work.

Note:

- i) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying period alone should be considered.
 - ii) In case, final bill of similar nature of work has not been passed, paid amount including statutory deductions is to be considered if final measurements have not been recorded OR if final measurements have been recorded and work has been completed with negative variation.
 - iii) 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 should be considered for judging eligibility.
- Tenderers should submit documentary proof in regard to fulfilling the eligibility criteria along with the offer. The offer of tenderers who do not meet the eligibility criteria as mentioned vide (a) & (b) above shall not be considered. The Tenderer who fails to submit documentary proof along with their offer will normally not be considered.
 - Tenderer may carefully note that Contract Agreement for this work is liable to be terminated at any time later, in case the documents furnished by them are found to be untrue / misleading or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

27. Scope of the work along-with Spl. Conditions is given in **Chapter – II**.

28. The general special conditions of contract is given in **Chapter – III**. In case of any conflict between General conditions of contract & any other provisions elsewhere in the tender form and **Chapter-III**, the provisions of **Chapter-II&III** shall prevail.

29. Tender schedule is given in **Chapter IV**. The tenderer are required to fill the rates in words and figure in Tender schedule therein.

STRUCTURE OF ORGANISATION

1. Name of the Company :
- Address :

- Telephone No. :
- Telex No. / FAX No. :

2. Description of the major field of activities of the company :

3. Number of years of experience in the field of execution of works of similar Nature :

4. Name and address of partners of associated companies, if any proposed to be involved in the project. :
5. Name and address of the collaborators / consultants, if any, who will be involved in the project. :

6. Name and address of Bankers :

7. Attach an organisation Chart showing the structure of the company including names and position of Directors and key personnel. :

-----X-----

FINANCIAL STATUS

1. Name of the Organisation :
2. Address

Telephone No. :
Telex No. :
FAX No. :
GRAMS :
3. Form of Business :

Proprietary :

Partnership Company :
4. Whether the business partnership is registered :
5. Whether registered with any of Government Undertakings (provide latest copies of registration, validity) :
6. Date and commencement of Business :
7. Authorised and paid up capital (a copy of the articles of association to be enclosed) :
8. Financial Position :
 - 8.1 Cash :
 - 8.2 Current Assets :
 - 8.3 Current Liabilities :
 - 8.4 Working Capital :
 - 8.5 Net Worth :
9. Total turnover (in lakhs) :
Enclosed audited balance sheet for each year (Financial year is APR-March)
2012-2013
2013-2014
2014-2015
10. Financial Arrangements :
 - 10.1 Own resources :
 - 10.2 Bank Credit :
(Enclose supporting letter from Bank)
 - 10.3 Others (specify) :
11. Approximate value of works on hand :
12. Value of anticipated orders for next financial year :

ORGANISATION

1. Engineering Organisation of the company proposed to be deployed on the present project.

Description	Category	No. of Personnel	Name	Qualification
a) On Permanent Rolls				
b) On Temporary Rolls				

2. Engineering Organisation of their Indian associate proposed to be deployed on the present project.

Name :-

Address :-

Telephone No. :- -----

Fax No. :- -----

Description	Category	No. of Personnel	Name	Qualification
a) On Permanent Rolls				
b) On Temporary Rolls				

TENDER FORMS [FIRST SHEET]

Tender Notice No. **W.294/BR/Tender/10/15-16 date 10.12.2015****Name of work :- Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.**

To,
 The President of India,
 Acting through the **XEN (Bridge Line/HQ) CSTM**

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 _____ 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 **Rs. 1,09, 060/-** 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]

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 **PCE/C.Rly.,CSTM** or obtained from the office of the **Pr.Chief Engineer, Central Railway/CSTM** on payment of Rs. 100/- Rs. _____ & Rs. _____ respectively.
- e] Schedule of Rates as amended / corrected upto correction slip mentioned in First sheet of tender form copies of which can be seen in the office of **PCE/ C. Rly., CSTM** or obtained from the office of the Pr.Chief Engineer, Central Railway/CSTM on payment of Rs. 500/-.
- 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 **XEN (Bridge Line/HQ) CSTM / C. Rly. Mumbai CST** 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 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 are required to be completed within a period of **09 Months** from the date of acceptance letter.

6. **Earnest Money:** a) The tender must be accompanied by a sum of **Rs. 1,09,060/-** 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 **XEN (Bridge Line/HQ) CSTM of Central Railway CST**. 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 fulfillment 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 unsuccessful 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 previous experience & financial status should be produced along with 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. W.294/BR/Tender/10/15-16 date 10.12.2015**" shall be dropped in the special box allotted for the purpose in the office of **AXEN (Str.) Byculla, Central Railway, Byculla**. This special box will be sealed at **15.00 hours on 20.01.2016**. The tender will be opened at **15.30 hours on the same day**. The tender papers will not be sold after **17.00 hours on 19.01.2016**.

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

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].

15. **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.

16. 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.

17. 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 Engineering 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 Engg. 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)

Contractors

(Signature of Tenderer(s))

(Designation)

Date _____

SCOPE OF WORK AND SPECIAL CONDITIONS OF WORK

Name of work.	Name of work :- Provision of additional Man Refuge on various through girder bridges on various sections of Mumbai Division.
<u>Scope of work</u>	
1	<p>1) This work involves fixing and erecting of additional Main refuge on through bridges on various bridges over Mumbai Division.(11 Bridges)</p> <p>2) Fabrication & erection of MS structural sections viz. angles, channels, flats, Chequered plates and G.I. Pipes has to be done. Holes will require to be drilled in the members of exiting girders/as well as in the newly fabricated work for providing fasteners.</p> <p>3) Some of the holes will be required to be drilled in the existing structure & the new work after match marking from the existing structure.</p> <p>4) For assembling and erecting the new structure of man refuges to be welded as per specification & standard drawing supplied by the Railway.</p> <p><u>Work has to be carried out by agency as per schedule & IRS B-1-2001 (Re-print 2008) specifications and as per special conditions mentioned there in.</u></p>
Detailed description of work of MS items.	
MS 211090	Providing, cutting, fabricating, treating, fixing & painting structural steel confirming to IS:2062 in access ladders, inspection platforms, trolley refuges, railing, etc. joints welded to neat finish including one coat of primer and two coats of synthetic enamel paint.
1	Contractor should supply the various sections of steel of New brand as per IS:2062 Grade 'B'. The steel should be reputed company such as SAIL, TISCO, Jindal, vizag with test certificate.
2	This item involves fabrication and erection of angles, channels, plates, G.I. pipes etc and the steel supplied shall be cut into the size and profile as required as per the approved drawing and specification and as directed by the Engineering –In-charge of the work. While erecting fabricated steel members, field drilling of holes to be done on existing structures. For ensuring best possible accuracy very competent staff and labour, tools, and plants, consumables etc. complete as per IRS:B-1-2001(Re-print 2008).
3	Erection of the steel structure should be done by the contractor with all his labour tools and plants, consumables etc. complete as per IRS:B-1-2001(Re-print 2008).
4	No holes shall be made by gas cutting process. Fabricated components, do not comply with the above mentioned dimensional tolerances as per IRS:B-1-2001(Re-print 2008), are liable to be rejected including with recovery of the cost of the material.
5	Payment will be done on actual consumption of steel as per IRS specification B1-2001.(Reprint -2008) No payment will be done for wastage of steel.
6	Payment will be made only for the new steel work erected at site. No payment will be made for the steel released from site for it's dismantling.
7	Please note that as per correction slip No.38 & 4 of chapter No.22, of USSOR-11 regarding painting of new fabricated items mentioned in item description of MS item-211090, instead of red led priming to IS:102 and 01 Heavy coat of ready mix red oxide conforming to IS:123, 01 coat ready mix zinc chromate conforming to IS:104 followed by 01 coat of zinc chromate red oxide conforming to IS:2074 & 02 coats of Aluminium conforming to IS:2339 to be applied. For painting of steel work follow IRS:B-1-2001(Re-print 2008).

8	The rate quoted shall be inclusive of the cost of all the labour, materials, tools and plants equipment consumables, along with providing necessary scaffolding/working platform in girder and removing the same after completion of work etc. as required for successful completion of item.
9	Released steel material should dispose off at Hajibunder Railway Depot / Chinchpokli Stores of SSE (Br) BY with Contractors transport and labour as directed by Engineer in-charge of bridge site at his own cost accordingly rate will be quoted.
10	As per drawing, welding is to be done at connection of steel members where ever required. Welding is to carried out as per drawing supplied by railway & specifications & no separate payment will be made for welding work .
MS 12118 (SSR-2002)	Supplying, fabricating & fixing in position, chequered plates confirming to IS:3502, including supply of black bolts with nuts and washers confirming to IS:1363 with all contractor's labour, tools & plants etc. complete in all respect at all locations like FOB, bridges, staircase etc.
1	These items involve supply, fabrication and fixing of Chequered plates by bolts with nuts and washers. etc. at new Man refuges of bridge.
2	Contractor should supply 6mm thick chequered plates conforming to specifications IS:3502 including supply of black bolts with nuts and washers conforming to IS:1363 with all contractor's labour, tools and plants etc. complete in all respect.
3	Supplied chequered plates should be coated with primer paint as directed by Engineer-In-charge.
4	The steel supplied shall be cut to the required size and the profile as per exiting members of as per the approved drawing and specifications or as directed by Engineer-In-charge of the work.
5	Cutting into various shapes and sizes & drilling of holes to be done on new steel sections as per approved drawing/as per existing members or as per direction of Engineer-In-charge. It needs perfect Match marking and drilling of holes with exiting connecting members for which contractor will have to prepare proper sizes of template, jig and fixture to ensure that no mismatching of holes will be occurred. For ensuring best possible accuracy very competent concerned staff and required tools, plants and other consumables will have to be deployed by the contractor.
6	No holes shall be made by gas cutting process. Fabricated components, do not comply with the above mentioned dimensional tolerances as per B-1-2001 (Reprint-2008) are liable to be rejected including with recovery of the cost of the material.
7	All the above mentioned work/activities shall be done through the contractor labour, scaffoldings, tools and plants, equipments, material, rivets, etc. complete as required for successful completion of the work at the contractor's cost against this item.
8	Erection of the steel structure should be done by the contractor with all his labour tools and plants, consumables etc. complete as per IRS: B-1-2001(Reprint 2008).
9	Payment will be done on actual consumption of steel as per IRS specifications B-1-2001, (Reprint -2008) No payment will be done for wastage of steel.
10	The rate quoted shall be inclusive of the cost of materials i.e. steel, bolts, nuts etc., all the labours, tools and plants equipment, consumables, along with providing necessary scaffolding/working platform in girder and removing the same after completion of work etc. as required for successful completion of item.
11	Chequered plates will have to fixed by bolts, if riveting is to be done then riveting work will be paid vide NS-2 item.

NS-1	Accurate marking with the templates & then drilling of 21.5 mm to 23.5 mm dia. holes with the contractor's labour, tools, plants and equipment complete as per specifications special condition and scope of work and as directed by Engineer-In-charge. a) in situ drilling of holes.
1	Drilling of holes to be done on exiting bridge members as per approved drawing or as per direction of Engineer-In-charge. It needs perfect Match marking and drilling of holes with existing connecting members for which contractor will have to prepare proper sizes of template, jig and fixture to ensure that no mismatching of holes will be occurred. For ensuring best possible accuracy very competent concerned staff and required tools, plants and other consumables will have to be deployed by the contractor.
2	No holes shall be made by gas cutting process. Fabricated components, do not comply with the above mentioned dimensional tolerances as per IRS specification B-1-2001(Re-print 2008), are liable to be rejected.
NS-2	Supplying and driving of snap head rivets of 16 to 23.5n dia. in the various members of the bridge, complete with contractor's labour, scaffolding, material, tools & plants etc. complete as directed by the Engineer-In-charge. Rivets should confirm to IS:1149 and IS:1148 and IS:2062 Gr. 'A'.
1	The shape of the head of the rivets formed should be of standard shape and to the satisfaction of the site In-charge.
2	Rivets shall be made to IS:1929. Material for rivets shall comply with the requirement of IS:1148. Test certificate of Govt. approved laboratory should be submitted. Expenditure of such tests will be borne by the contractor.
3	The rivets which will be found loose or badly driven during testing, will have to be replaced by the contractor at his own cost and labour.
4	The work involves reaming of the holes wherever necessary for driving necessary size of rivets.
5	All the riveting work shall be done as per standard specifications only. Hand riveting will not be permitted.
6	During the riveting process if track structure needs shifting and re-fixing the same in position (as per track parameter). The work shall be carried out by contractor's labour, tools and plants, in presence of competent P. Way staff.
7	The rates includes supply of service bolts, drifts etc and other material required for fastening of erected structure with the bridges structure till it is riveted.
8	The newly inserted / replaced members shall be fixed by the appropriate size and shape and required Nos. of service bolts. Service bolts shall be arranged by the contractor at his own cost.
9	Due care should be taken while cutting the rivets that members of existing girders are not damaged.
10	While cutting the rivets in case of there is threat of loosening of adjacent rivets or at the locations where cutting and punching is not feasible, fine flame cutting technique may be sought with the permission of XEN (BR Line) HQ. In such cases instead of punching, rivets should be drilled out. Responsibility of the damage to the existing members lies with the contractor during this process.
11	The rivets, which have been cut through the item, shall be become the property of Railway.
12	Joints shall normally be made filling not less than 50% of the holes with service bolts and barrel drifts in the ration of four to one. The service bolts are to fully tighten up as soon as the joints are assembled.
13	All works shall be properly bolted and drifted before commencement of the riveting so that all the sections are in close contact throughout.

14	All rivets shall be properly heated to straw heat for the full length of the shank, firmly backed and closed. The head of the rivet, particularly in long rivets, shall be heated more than the point and in no case shall be point be heated, more than the head, sparking or burnt rivets shall not be used. Where it is impossible to back up by normal method of holding up "Double gunning" may be resorted to.
15	All loose and burnt rivets and rivets with badly formed, eccentric or deficient heads shall be cut out and replaced. No payment shall be made for replacement of these defective rivets.
16	Riveting shall not be started until such time the Engineer In charge has personally satisfied himself. Special care should be taken that the service bolts are frequently retightened as the riveting proceeds.

General conditions of the work.	
1	Contractor has to arrange two compressors of adequate capacity with Air reservoir tank to carry out the work (viz. drilling of holes/riveting etc), lighting/welding Generators, Jacks, Pn. Tools etc. all the tools & plants necessary to carry out this work.
2	He should have adequate spares available with him to meet out any plant breakdown during the block
3	Contractor has to arrange gas-cutting equipment to carryout Miscellaneous works, if required.
4	Contractor has to carryout necessary & sufficient lighting arrangement at the bridge site during the block time & execution of work, if required.
5	Contractor has to arrange sufficient number of skilled & unskilled labour like Mechanic, B/smith, Welder, Riveter & Helpers etc along with their tools & equipment for carrying out the work.
6	Contractor has to submit suitable schemes for carrying out the work within time. Railway administration may allow contractor to adopt one of the scheme suggested by him. The permission for starting the work will be given only after approval of the scheme (Submitted by the contractor) by the Rly's. However this does not in any way absolves foolproofness of the scheme. Failure during work will be penalized.
7	Contractor should ensure that all his equipment. Tools, plants and tackles do not fail during working. He should keep sufficient spares and trained mechanic to cope up any unusual during the block.
8	All works shall be properly bolted before commencement of the riveting so that the sections are in close contact throughout.
9	Rivets when driven shall completely fill the holes, have the heads concentric with the shanks and shall be in full contact with the surface. Driven rivets when struck sharply on the head with the 110 gm. Rivet testing hammer, shall be free from movement or vibration.
10	All loose and burnt rivets and rivets with badly formed, eccentric or deficient heads shall be cut out and replaced
11	Riveting shall not be started until such time the Engineer Incharge has personally satisfied himself. Special care should be taken that the service bolts are frequently retightened as the riveting proceeds.
12	Riveting shall be permitted with Pneumatic driven tools. Hand riveting shall not be permitted.
13	Newly driven rivets shall be painted with one coat of ready mixed Zinc- chromate primer to IS:104 followed by one coat ready mixed Zinc- chrome red oxide primer to IS:2074 and finishing coats as directed by Engineer Incharge.
14	All holes shall be drilled. Gas cutting equipment should not be used for making holes
15	Rivets shall be cut by cold cutting only preferably with help of rivet buster, Gas cutting of rivets not allowed.
16	Drifting to enlarge unfaired holes is prohibited. The holes that will have to be enlarged to admit rivets should be reamed provided the Engineer permits such reaming after satisfying himself about the extent of inaccuracy and effect of reaming on the soundness of the structure.
17	Surfaces which will have permanent contact shall be properly cleaned in order to remove all loose, paints and mill scale down to bare metal, clean and dried and immediately a coating of Zinc chrome red oxide priming to IS: 2074 shall be applied. Care shall be taken to see that all burrs are removed and no surface defects exist before the parts are assembled.

18	Only barrel drifts shall be used in erection for drawing light members into position.
19	Joints shall normally be made by filling not less than 50% of the holes with service bolts and barrel drifts in the ratio of four to one. The service bolts are to be fully tightened up as soon as the joint is assembled.
20	While erection & assembly of the fabricated components temporary supports / stagings shall be used in such a way that correct elevation & alignment is achieved.
21	The inspecting officer shall have free access to the works of the Contractor at all reasonable times and shall be at liberty to inspect the process of manufacture at any such time and to reject in whole or part, any work or material that does not conform to the provisions of the specifications and may order the same to be removed, replaced or altered at the expense of the contractor. All tools, gauges, Equipment, Templates, labour and Scaffolding (if required) necessary to satisfy the Inspecting officer must be supplied by the contractor free of cost.
22	The accepted rates shall be deemed to include and cover all fees, taxes, duties, royalties, rents etc levied by Central, State Govt. & Local bodies.
23	Complete work will be carried out under the running traffic by issuing suitable caution order. The caution order will be issued with consultation to Divisional officers, when the time allowance for the section will be available.
24	Damage to the structure, if any caused during the working shall be made good by contractor to the full satisfaction of the Engineer in charge. The accepted rates shall be deemed to include and cover all.
25	Released material will be transported from bridge site to Hajibunder Depot at Mumbai, by the contractor's transport, labour, Tools & Plants, consumables etc. All expenses such as weighment of loading vehicle, toll charges or any other taxes will be borne by the contractor.
26	Proper staging's /scaffolding for carrying out the work shall be provided with Rly's. approval.
27	Fabrication of members will be carried out by the contractor at bridge site by taking site measurements by the contractor's Engineer but proper approval after fabrication will be taken from the Engineer Incharge, before fixing the new member in position. All measurements of all corroded / loose rivets (i.e. grip/length & Nos. will be taken by contractor engineer at site and then taken approved by Engineer Incharge and then only start the rivet replacement.
28	Base coat of Zinc chrome paint conforming to IS:104 followed by one coat of Red oxide Zinc chrome paint conforming to IS:2074 will be applied on the newly fabricated material & the rivets driven. After erection & passing by the Engineer Incharge touch up of the above mentioned primer paint (damaged if any) will be done followed by two coats of the cover coat as directed by the Sr. SE. (Br.) BSL/Engineer Incharge by the contractor with all his labour tools and plants, consumable, scaffolding, etc complete.
29	Where ever the rivets cannot be driven in position due to acute location the turn bolts as per IS: 1364 to be provided by the contractor will remain position. No separate payment will be made for turn bolts for fixing in position, however payment for the same will be paid as rivet. .
30	Transportation of labour, Material, tools & plants required for carrying out the work will be done by the contractor.
31	Site should be cleaned /cleared by the contractor during and after completion of the work at the end of the working day at his own cost, labour etc. so as not to cause any hindrance to SOD & other users to the satisfaction of the Engineer Incharge.

32	While carrying out the work, the safety of the labour will be the responsibility of the Contractor. He should depute sufficient Nos. of lookout men with whistle etc. to warn the workers about the movement of the trains. All regulations of Central, State & local administration and insurance with respect to the labour employed shall be fully followed by the contractor.
33	Contractor will supply the requisite safety gears such as safety belts, safety goggles, safety shoes, safety helmets etc to his workmen as per requirement & ensure the use of these safety gears by his workmen during the work.
34	Contractor has to submit scheme & planning including Bar charts for time period for executing the work well in time to XEN (Br. Line) HQ CSTM before commencement of the work. However, accepting/rejecting the scheme in full or part will be the discretion of XEN (Br. Line) HQ CSTM.
35	While dismantling of steel work no damage should be caused to existing steel structure or in track parameters. If any, occurred that should be made good with all contractor's labour tools & plants at his own cost.
36	Contractor has to arrange shifting of Air compressor, pipeline, welding plants, Generators tools, plants etc if involved during the work loading, unloading, stacking etc to bridge site at his own cost and labour.
37	Electrical supply, water supply etc has to be arranged by the contractor at bridge site by his own cost and labour.
38	The general condition of the contract July-2014, U.S. Schedule of Rate 2011 and specification of material and work, Central Railway all corrected up to date will be applicable.
39	The intending tenderers are advised to inspect the bridges to obtain first hand knowledge of working condition; accessibility and weather etc. and they shall take into account all the above factors before tendering.
40	In case of bridges in Electrified section, the Contractor/his authorized representative should ensure that his labour does not enter the affected zone of OHE without specific approval of the Engineer In-charge. As per requirement, traffic block will be arranged by the Engineer In Charge. However, if due to any unavoidable reason, the traffic block are not given no compensation to contractor, shall be paid by the Railway.
41	The work shall be carried out in a programmed manner as approved by Engineer Incharge.
42	The contractor should employ qualified and competent supervisor at the work site of work to take instructions & execute the work.
43	The contractor should employ inspect the work site before submitting the tender.
44	If the contractor uses the Railway's tools, Plants, BFR's and Engine, then charges of respective items will be recovered from the Contractor as per rule.
45	<p>RECORDS AND REGISTERS.</p> <p>i) Site order register: - A site order register shall be maintained at work site in which instruction given to the contractor shall be recorded and the Contractor/his authorized representative shall sign the site order register in token of the acknowledgement of any order given by the Engineer or his representative and promptly comply with them.</p> <p>ii) Material Register: - This register will be maintained to record receipt of paint and other material and tests carried out on the paints duly indicating manufactures Name, Batch No., date of manufacture etc. All the entries shall be signed jointly by the contractor/his authorized representative and the Engineer Incharge of the work.</p>

	<p>iii) Stage passing Register: - In this register each stage of the painting should be recorded and approved by the Engineer Incharge.</p> <p>iv) Progress Register: - A register giving details of labour engaged, work carried out, quantity of paint consumed and area painted on daily basis shall be maintained at the site, to be jointly signed by the contractor/his authorized representative and Engineer Incharge on their authorized representatives</p>
46	Maintenance period shall be Six months from the date of recording of final measurement.
47	The priority of bridges to be riveted will be decided by the Engineer In- Charge.
48	The contractor will be required to carry out the work with utmost safety. The cost of providing safety arrangements is included in various items of work in the schedule. No separate payment will be made for the same.
49	The work may involve shifting of the sleepers. The accepted rates are inclusive shifting and repositioning at original location of sleeper wherever required.
50	Re alignment of the track to be done in the presence of P.Way supervisor if required. No extra payment will be paid for such type of activity.
51	The contractor should inspect the work site before submitting the tender. Released rivets will be the property of Central Railway.
52	If the contractor uses the Railway's tools, plants, BFR's and Engine, then charges of respective items will be recovered from the contractor as per rule.
53	Contractor shall replace minimum 125 Nos. corroded rivets per day and dismantled / erect new steel in position 125 Kg. (approx) per day. So that complete work will be completed within Nine Months when awarding the work. (i.e. from the date of issue of acceptance letter.)
54	Bridges are in electrified section. The contractor / his authorised representative should ensure that his labour don not enter the affected zone of OHE without specific approval of the Engineer Incharge. As per requirement traffic block will be arranged by the Engineer Incharge. However if due to any unavoidable reason, the Traffic block are not given no compensation shall be payable by the Rly. for any loss sustained by the contractor on this account.
55	Transportation of labour, material tools and plants required for carrying out the work and arrangement of welding & Gas cutting instruments for fabrication will be arranged by the contractor.
56	Field drilling will be done on new steel structure cut into various shapes and sizes as per approved drawing or as on direction of Engineer-in-charge, in the field work shop with all contractor's labour, Tools & Plants, consumables etc.
57	Contractor should arrange test certificate of the raw structural steel & rivets.
58	<p>Price Variation: - Applicable for this tender.</p> <p>Price Variation Clause (PVC) shall be applicable for tenders of value more than 50 Lakhs irrespective of the contract completion period. The PVC shall not be applicable to tenders of value less than Rs. 50 Lakhs.</p> <p>The rates quoted by Tenderers and accepted by Railway Administration shall hold good till the completion of the work and no additional or individual claim will be admissible on account of fluctuation in market rates, increase in taxes or any other levies/tolls etc.</p>
59	Part recovery of Income Tax and WCT, Commercial Tax, Sales Tax etc. Income tax @ 2% on gross amount, & WCT, Commercial Tax, Sales Tax (where as applicable), Per Month Conservancy Cess Charges on the staff engaged by the contractor for carrying out the work, shall be recovered from all bills of the contractor as per rule in-force.

Performance Guarantee:-

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value.

i	A deposit in cash.
ii	Irrevocable Bank Guarantee.
iii	Government securities including State Loan bonds at 5% below the market value
iv	Deposit receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Bank.
v	Guarantee Bonds executed or Deposit Receipts tendered by all Schedule Banks.
vi	A deposit in the Post Office Saving Bank.
vii	A deposit in the National Savings Certificates.
viii	Twelve Year National Defence Certificate.
ix	Ten Year Defence Deposits.
x	National Defence Bonds
xi	Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of FA & CAO (Free from any encumbrance) may be accepted.

(c) A Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the agreement. This P.G. 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 P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, the 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.

(e) 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 shall, however be released only after the expiry of the maintenance period and after passing the final bill based

on 'No Claim Certificate' from the Contractor.

(f) Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk 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.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(II) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

(III) The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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.31-12-2010 circulated vide GM (W) CSTM's L. No. W.187/R/A/ Policy/IV dt.10-01-2011.

Note :- The Performance Guarantee shall be submitted within the stipulated period as mentioned in 27 (a) above. The P.G. if delivered by hand then, it shall be submitted in the "Rate section" of XEN (B&F)'s Office, Central Railway Manmad & acknowledgement of the same shall be obtained from COS (Rate) Section. If the 60th day is falling on Holiday, then the P.G can be accepted on the next working day.

The Performance guarantee shall be submitted before expiry of 30 days or before expiry of 60 days, (with penal interest @15% per annum) from the date of issue of LOA & no excuse like postal delay or delay in transit shall be entertained.

Note :- The FDR's submitted towards performance guarantee shall be having automatic renewal facility & if B.G. is submitted towards Performance Guarantee it should be irrevocable.

61	<p>Variation in Contract Quantities:- (Board's letter No. 2007/CE./CT/18 Pt. XII dtd. 31.12.2010)</p> <p>1) Individual NS items in contract 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.</p> <p>2) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>(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.</p> <p>(c) Execution of quantities beyond 150% of the overall Agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO / FA & CAO © and approval of General Manager.</p> <p>3) In case where decrease is involved during execution of contract :-</p> <p>(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.</p> <p>(b) For decrease beyond 25% for individual items or 25% of contract agreement value 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.</p> <p>(c) It should be certified that the work proposed to be reduced will not be required in the same work.</p> <p>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.</p> <p>5) No such quantity variation limit of 25% would apply for foundation items.</p> <p>6) As far as SOR items concerned, the limit of 25% would apply to the value of SOR Schedule as a whole and not on individual SOR items. However in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (Single percentage or individual item rate)</p> <p>7) For the tenders accepted at Zonal Railways, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.</p> <p>8) For tenders accepted by General Manager, variation upto 125% of the original agreement value may be accepted by General Manager.</p> <p>9) For tenders accepted by Board Members and Railway Ministers, variation upto 110% of the original agreement value may be accepted by General Manager.</p> <p>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 competent authority as per single tender should be obtained.</p>
----	--

GENERAL SPECIAL CONDITIONS OF CONTRACT

1. The requirement of traffic blocks shall be decided by the Railway looking to the requirement of the job in consultation with the Contractor. The block shall be arranged by the Railway. No compensation on account of delay in grant of block shall be admissible.
2. The contractor shall make available the services of his team and experts to the Railways for the maintenance period after the completion period as and when needed by the Railways.
3. The agency shall not cause any physical damage to the bridge structure during the course of execution. If any damage occurred or noticed during the course of work, the same shall be brought to the notice of engineer-in-charge immediately in writing obtaining acknowledgements, who in turn shall inform Engineer-in-chief concerned. The agency shall be responsible for rectifying the damages caused by them at their own cost as per the directions Engineer-in-chief.
4. The agency should not tamper with the track or its components or any part of the bridge structure during the course of work.
5. It is the responsibility of the agency to ensure safety of the staff working under their control at bridge site. Railways shall not be liable for any damage or loss caused to the agency or his staff during the course of the work.
6. All measurements, methods of measurements, meaning and intent of specifications and interpretation of Special Conditions of contract given and made by the Railway or by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of condition No.62 of the General Conditions of Contract.
7. **Cancellation of documents:** The cancellation of any document such as power of attorney, Partnership deed etc., shall forthwith be communicated by the Contractor to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action on the strength of such documents.
8. **Dissolution of Contractor's firm:** If the Contractor's firm is dissolved due to death or retirement of any partner or for any reasons whatsoever before fully completing the whole work or any part of it undertaken by the principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained if any, by the Railway due to such dissolution. The amount of such compensation shall be decided by the Railways which shall be final and binding on the Contractor(s).
9. **Emergency Works:** In the even of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works which in the opinion of Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, as to be determined by the Railways to the Contractor.

10. Site facilities:

11. The Railway will not arrange any approach roads to the site of the work. The contractor shall arrange to provide and maintain the same at his own cost. However the Railway may assist in securing right of way for service roads/camp sites without any liability therefore. All payments involved in this regard will have to be made by the contractor direct to owners.
12. Before locating the Contractor's sheds, stores, camp office, yards etc. in the Railways premises, the locations should be got approved by the Engineer-in-charge. For this purpose, land as available and can be spared will be given free of charge for the period of work only. On completion of work, the Contractor shall leave the site free of all structures/debris etc.
13. **Time is the Essence of Contract:** Time is the essence of contract. All the works are required to be completed in all respects as stipulated by the Railway within the completion period. Progress shall be maintained strictly in accordance with the programme given by the Engineer-in-charge from time to time and as per accepted CPM net work/PERT charts.
14. The rates quoted by the tenderer and accepted by the Railway shall hold good till the completion of the work and no additional, individual claim shall be admissible on account of fluctuation in market rates, increase in taxes/any other levies/tolls etc. It shall be noted that whether any reference to code, specification, act etc, is made in this tender document, it shall be taken as a reference to the latest version thereof. Including all amendments and corrections etc.
15. The contractor shall not be entitled to any extra payment on any account for compliance with the various provisions of IS specifications /IRS specification and additional special conditions. The rates indicate in the schedule shall be deemed to include all works required to be done in compliance with the specifications.
16. **Sales Tax or any other Taxes:** The contractor shall bear in full any sales tax and/or other taxes levied by the State Government and/or Central Government from time to time. This would be entirely a matter between the Contractor and State Government or Central and no claim what-so-ever on the on this account shall be entertained by the Railway.
17. **Dewatering:** If any pumping is required to be resorted to in the course of work, the Contractor shall make all arrangements for procurement and operation of necessary pump(s) to ensure uninterrupted work, cost of which is included in the rates quoted.
18. The contractor's overall rate should include all handling, re-handling, lead and lift whether by head load or any other means on all materials whether supplied by the Railway or by the Contractor.
19. The contractor will arrange to obtain permission direct from the State forest department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges, taxes, if any, and all other charges payable to the State Government or local authorities. The Railways will not be responsible for any payment on this account.

20. **Rates:** It is to be clearly noted that the accepted rate for the items of work as set forth herein and as described in the Schedule of rates and quantities includes the cost of all works incidental to their execution.

21. Records and registers:

a. The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the engineer shall have access to this information at all reasonable times. Records of the tests made/ conducted shall be handed over to the Engineer after carrying out the test. Following registers shall be maintained by the contractor. –

i. Site order register.

A site order register shall be maintained at the works site in which instructions given to the contractor shall be recorded and the contractor / his authorized representative shall sign the site order register in token of the acknowledgement of any order given by the Engineer or his representative and promptly comply with them.

ii. Material register.

This register shall be maintained to record receipt of the materials from railways as well as other sources for the work and the details of manufacture, batch number, caste/ identification marks, test certificates and test carried out will be entered in this register. All the entries will be signed jointly by the contractor / his authorized representative and Engineer in charge of the work.

iii. Progress register.

A register giving details of labour engaged, work carried out, material used shall be maintained at the site which will be signed jointly by the contractor/ his authorized representative and Engineer in charge of the work.

iv. Machinery and plant register.

A machinery and plant register giving details of machinery/ plant deployed at site with name of machinery/ plant, manufacturer's name chassis / engine/ identification number, working or defective and number of hours worked shall be maintained which will be signed jointly by the contractor / his authorized representative and Engineer in charge of the work.

22. Log book of events.

- i. In this register all event shall be chronologically logged shift-wise and date-wise. This register will be signed jointly by the contractor / his authorized representative and Engineer in charge of the work.
- ii. Any other register considered necessary by the Engineer shall be maintained at site by the contractor. All the above registers, proforma charts, etc will be property of railways and shall be handed over to the Engineer or his authorized representative.

23. Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer, All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.
24. Contractor shall make their own arrangements for approach road to site, electricity at site and all material and labour required for successful execution of work. Nothing extra shall be provided for this.
25. The contractor shall be responsible for keeping the railway bridge safe for traffic movement at all times during execution of work to the satisfaction of engineer in charge.
26. **Maintenance period for the work shall be 06 months, after completion.**
27. Each stage payment shall be decided based on completion of work to that stage along with fulfillment of necessary technical requirements. The payment of one stage shall not entitle the contractor for subsequent stage payment.
28. The contractor shall arrange for all skilled and unskilled labour required for the work as also for all materials tools and plants. The contractor shall also arrange for all petty and consumable spares required for working the plant.
29. The contractor at his cost shall provide site office at work site for facility of inspection of work during course of execution. All the relevant codes (including IRS and BIS codes) for execution of works shall be made available by contractors at his cost for reference which shall be handed over to railways after completion of work.
30. The drawings for the work can be seen in the office of the CBE./CSTM at any time on working days during the office hours.
31. The Railway administration reserves the right to modify/ alter plans, estimates and specifications without assigning any reason as and when considered necessary by the Railway. The percentage rates for scheduled items quoted by the tenderer as may be accepted by Railway, will hold good irrespective of any changes, modification, alteration, additions, omission in the location and no. of plans and detailed drawings specifications and /or the manner of executing the works. No claim whatsoever will be entertained by the Railway on account of delay or hold up the works arising out of any changes, drawings and/or designs and/or late supply of material as are required to be arranged by the Railway.
32. Should there arise any item which may be necessary for the completion of the work but does not appear either in Standard Schedule of Rates (2002) or in the Schedule of Rates and quantities attached with this tender, its rates will be fixed by analysis of actual labour and material rates given in the Central Railway Standard Schedule of Rates USSOR-2011 as applicable.

33. ANALYSIS AND TEST MATERIALS.

a. The contractor shall test or obtain approved analysis and weight of all material required by specifications to be tested or analysed or weights, if required by the Engineer or his representative and shall the whole and each part of the works as well as the materials in such manner at such time and in such place or places whether before or after completion of the whole or any part there of as may be required by the specification or directed as aforesaid.

b. The contractor shall also if any when required by the Engineer prepare and /or submit samples or work and materials for the approval of the Engineer, such samples shall be retained by the Engineer, and no materials required to be tested re-analysed /or weight or which samples have to be submitted shall be used in the works unless and until the test analysis, weight or samples, as the case may be have been approved in writing by the Engineer.

c. All materials for the work must comply with the requirement of Engineer and pass the test and/or analysis required by him, which will be those of the Indian Railways Standard Specification, wherever applicable or such other recognized specification as the Engineer authorizes as equivalent there together in either case, with such additional test and/or analysis as the Engineer may consider necessary of presence of such authorized specification such requirements, tests analysis as the Engineer shall specify or direct.

34. Any material is issued to the contractor at his request which is outside the scope of the contract, issue of such materials will be treated as a sale and the recovery thereof shall be made. The contractor however cannot claim issue of such material by the railway as he is required to arrange such materials himself in accordance with the contract and delay in non apply of such materials by the Railway shall not be taken as an excuse for slow progress or delayed completion or for non-completion of the work.

35. All materials carried by the rail will be the responsibility of the contractor and no claim or excuse whatsoever for non-supply of wagons or materials or lost in transit shall be entertained. For the purpose of claims against the Railway as carrier in respect of the same, it shall be governed by the rules regarding carriage by the rails materials.

36. For the movement of certain materials if restricted in particular direction then Railway shall not be able to assist the contractor in obtaining the relaxation of any restriction. Contractor should therefore make his own arrangement for procurement of such materials. Necessary recommendation for the movement of materials for use in the work will be granted as and when necessary but no claim will be entertained on this account.

37. The contractor will make his own arrangement for accommodation of staff and for supply of drinking water to them.

38. .No charges for loading, unloading, lifting, ascending, descending tracks handing or hand shunting of wagon including freight there of will be paid to the contractor for his tools and plants and materials for which Labour and materials rules exist in the Central Railway Standard Schedule of Rates (USSOR-2011). Demurrage charges on the wagons if any for the transport of the materials and tools and plants required to be arranged by him shall be paid by the contractor himself at his own cost and it would be his own obligation to unload his consignment and release the wagon within time limit.

39. Performance Guarantee:

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value.

i)	A deposit in cash.
ii)	Irrevocable Bank Guarantee.
iii)	Government securities including State Loan bonds at 5% below the market value
iv)	Deposit receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Bank.
v)	Guarantee Bonds executed or Deposit Receipts tendered by all Schedule Banks.
vi)	A deposit in the Post Office Saving Bank.
vii)	A deposit in the National Savings Certificates.
viii)	Twelve Year National Defence Certificate.
ix)	Ten Year Defence Deposits.
x)	National Defence Bonds
xi)	Unit Trust Certificates at 5% below market value or at the face value whichever is less

Also FDR in favour of FA & CAO (Free from any encumbrance) may be accepted.

(c) A Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the agreement. This P.G. 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 P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, the 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.

(e) 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 shall, however be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the Contractor.

(f) Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk 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.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(II) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

(III) The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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.31-12-2010 circulated vide GM (W)CSTM’s L. No. W.187/R/A/ Policy/IV dt.10-01-2011.

Note :- The Performance Guarantee shall be submitted within the stipulated period as mentioned in 39(a) above. The P.G. if delivered by hand then it shall be submitted in the “Rate section” of XEN (B&F)’s office, Central Railway Manmad & acknowledgement of the same shall be obtained from COS (Rate) Section. If the 60th day is falling on Holiday, then the P.G can be accepted on the next working day.

The Performance guarantee shall be submitted before expiry of 30 days or before expiry of 60 days, (with penal interest @15% per annum) from the date of issue of LOA & no excuse like postal delay or delay in transit shall be entertained.

40. TIMELY NOTICES FOR INSPECTION OF FOUNDATION OR WORKS TO BE COVERED UP.

The contractor shall give a notice to the Engineer when and as soon as the excavation of any portion of the site for obtaining a foundation on bottom whether above or below water, was reached the depth and width shown in the drawings. The contractor shall also give further notice to the Engineer whenever any foundation or bottom is ready for inspection and whenever it is necessary to cover up any work in respect of which previous inspection is desired by the Engineer so that the Engineer may inspect the same before it is covered up. No foundation or bottom of work shall be covered up or filled or built upon without the previous consent in writing of the Engineer. In default of such notice and consent in writing as aforesaid the foundation or bottom of work shall on the orders in writing of the Engineer be uncovered and any fillings put in or work build there on be removed or pulled done by the contractor at his own cost for inspection by the Engineer or his representative.

41. OPENING OF WORK OR MATERIALS FOR INSPECTION OR TEST.

Should the Engineer or his representative consider it necessary for the purpose of enabling inspection or tests or analysis to be made to verify or ascertain the quality or strength of any part of the works of any material the contractor shall if and when required by the Engineer or his representative open up the work materials for inspection or test or analysis pull done or cut into any part of the work as may be directed and shall provide all things which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection test or analysis of the works or any part there of or the material or workmanship and the contractor shall close up cover re-build and make good the whole at his own cost and when directed by and to the satisfaction of the Engineer provided always that if the work in opinion of the Engineer is found to be to his satisfaction and in accordance with the contract the expenses incurred in such inspection or test shall upon the certificate of the Engineer be borne by the Contractor.

41.1 The Service Tax liable to be paid by tenderer /contractor, should quote the same separately while submitting the offer along with tender/quotation. If Service Tax is leviable the section under which it is levied is to be mentioned by the tenderer. If abatement of service tax, the notification under which abatement taken should be mentioned. The copies of service tax registration No. of the tenderer & the category of service for which the firm registered with CBEC should be submitted. “ Taxes wherever applicable, should be shown separately & not all inclusive rates.

42. All work shall be done strictly in accordance with the approved drawing and no departure shall be made by the contractor with out the orders of the Engineer given to him in writing.

43. CONTRACTOR TO OBEY AND OBSERVE ALL LAWS, RULES ETC. AND PAY FEES AND TAXES.

1. The contractors operations and proceedings in connection with the works shall at all time be conducted during the continuance of the contract in accordance with the laws ordinances rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Government of India and state Government and Municipal and other authorities having jurisdiction or in connection with the work or site over operations such as these carried out by the contract and shall give all notices required bye-law and regulations. The hospital and Medical/Regulations in force for the time being shall also be complied with by contractor his sub-contractors employees and workmen.
2. The contractor shall pay at his own expenses (unless otherwise specified or provided) all fees and charges payable to the contractor or to the Municipal or other authorities as aforesaid and shall satisfy all claims arising out of the non-compliance with any laws compliance regulations orders or bye-laws.

44. PROTECTION OF OTHER INTERESTS AND PROPERTY IN THE NEIGHBOURHOOD.

The contractor shall protect and support as the case may require as directed by the Engineer, all buildings fences, walls, tower, drain, roads paths, waterways, toreshore, bauks, bridges, play grounds and earth work, electric light, telegraph, telephone and water services/main pipes and cables and wires and all other matter and things or whatever kind not other wise therein specified other than those specified or directed to be removed or altered which may be interfered with or which are likely to be affected disturbed or endangered by the execution completion or in maintenance of the protections and support provided under this clause to such places as directed by the Engineer and no payment shall be made by the Railway to the contractor for these works.

45. CONTRACTOR TO STUDY DRAWINGS AND SPECIFICATION ETC. AND HIS LIABILITES.

The contractor shall be deemed to have carefully examined the specifications, the schedule of quantities and rates and approved drawings and shall be held to concur as practical contractor, manufacturer, workmen and trade man in the schedule of contract / proposed to be used in the execution of the works. The contractor shall be responsible and pay for any alterations of the works due to any discrepancies, errors or omissions which is not in conformation to the particulars furnished to the contractor by the Railway. If any dimensions figuring upon drawing or plan differ from those obtained by scaling the drawing or plan, the dimension as figuring upon the drawing or plan shall be taken as correct.

46. For reasons beyond the control of the contractor to the satisfaction of the Engineer, at the request of the contractor extend the date or dates for each of the work on which he may be engaged on the day of the termination of the contract and the contractor shall complete all such work and the contract shall be deemed to be in force until such works are completed. For such extension of date beyond the stipulated period the onus lies with the contractor to apply in writing at least one month before date for completion of work giving reasons to the satisfaction of the Engineer for extending the time limit for the specified individual work.
47. No freight will be paid for material brought from outside in Railway wagons or by any other mode of transport.
- i. As such of the locations where contractor's road vehicle are permitted to adjacent to the running lines, an experienced gangmen shall be posted as a flagman at the cost of the contractor to prevent accidents.
 - ii. The truck will ply only during day light hours between 06.00 to 18.30 hours during summer and 06.30 to 17.30 hours during winter.
 - iii. The drivers shall ply the truck under the directions of the authorized representative or PWI/IOW present at site and supervising the work who will take necessary action to protect the track wherever necessary as per extant rules
 - iv. The Railway shall not be liable to pay any damages in case the truck meets with any accident due to negligence/carelessness/ignoring any instruction by the driver.
48. The clauses in General instructions to tenderers- These special conditions and specifications shall govern the work done under this contract in addition to and/or part supercession of the **General Conditions of Contract July - 2014** and the standard specifications 1964 and **USSOR-2011** where there is any conflict between "General Instruction to tenderers and Special Condition" on the one hand and "General Conditions of Contract and the Standard specifications and the **USSOR-2011**" on the other the former shall prevail.
49. Where there is likelihood of contractor's road vehicle plying on the railway land next to running line or yard the following conditions should be followed:-
50. The contractor shall not allow any road vehicle belonging to his or his suppliers etc. to ply in railway land next to the running line. If for execution of certain work viz. Earthwork 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 - representative 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:-

- a. The road vehicles will ply only between sunrise and sunset.
- b. Nominated vehicles and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
- c. The vehicles shall ply 6m clear of track. Any movement/work at less than 6m and upto 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 at less than 3.5 m from track center. Cost of such railway employee shall be borne by the railway.
- d. The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to this equipment and men and also damages to railway and its passengers.
- e. Engineer -in-charge may impose any other condition necessary for a particular work or site.

- 51. (a)** The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work, as per the prescribed format provided at **Annexure-I to Chapter-III** 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.
- (b)** 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 through out 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.
- (c)** 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.
- (d)** No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

52. Accidents/natural calamities involving loss of human lives:-

The services of the contractor may be required for assisting the railway Administration in case of accidents/natural calamities involving human lives. For this purpose the vehicles and equipments of the contractor can be drafted by railway administration at short notice and contractor shall willingly give all reasonable assistance in the matter.

IDENTITY CARD.

IDENTITY CARD SR.NO. _____

DATE OF ISSUE _____

CONTRACT AGREEMENT NO. _____



Space for photo

NAME OF THE CONTRACTOR
& ADDRESS.

PARTICULARS OF EMPLOYEE :

NAME OF THE EMPLOYEE

DATE OF BIRTH / AGE

PERSONAL IDENTIFICATION MARK

PERMANENT ADDRESS

(SIGNATURE OF CONTRACTOR)
(The person who signed the original
tender document or the contract agreement)

(SIGNATURE/THUMB IMPRESSION
OF EMPLOYEE)

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 figures and in		Amount	
					P	P	Rs.	P
1	2	3	4	5			7	

SCHEDULE GIVEN IN THE PRICE BID. TENDERER IS REQUESTED TO QUOTE THEIR RATES IN PRICE BID ONLY.

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.

OFFER - SHEET

Name of work :- Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.

Sr. No.	Description	Total Estimated Amount	Rates to be quoted in words & in figures in % above/ below/at par the cost arrived on USSOR-2011 for MS items & in % above/ below/at par the cost arrived on NS items.
1	2	3	4
	PART – A MS items		
(ii)	MS- 211090	2540748.47	
	PART – B MS items		
(iii)	MS- 12118	649250.35	
	PART - C		
(iv)	NS-1		
(v)	NS-2		

Note:- (1) The tenderers should deposit Earnest money alongwith the tender in any of the acceptable from i.e. in cash or Bankers Cheques, Demand drafts issued by SBI or any of the Nationalised Banks infavour of WAAO MMR. Tender without Earnest money will be summarily rejected.

(2)The Tenderers are advised to quote their clear cut rates in % at par/above/below on the cost arrived on USSOR 2011 for MS Items & For NS items Tenderes are advised to clear cut quote their rates in words & figures in Rs. For per Unit.

Note :-

The Service Tax liable to be paid by tenderer /contractor, should quote the same separately while submitting the offer along with tender/quotation. I if Service Tax is leviable the section under which it is levied is to be mentioned by the tenderer. If abatement of service tax, the notification under which abatement taken should be mentioned. The copies of service tax registration No. of the tenderer & the category of service for which the firm registered with CBEC should be submitted. “

Taxes wherever applicable, should be shown separately & not all inclusive rates.

TENDER SCHEDULE OF WORK.

Name of Work:- Provision of additional Man Refuges on various through girder bridges on various sections of Mumbai division.

Item No.	Description	Qty.	Unit	Rate	Amount
	Part – A (MS Items)				
MS-211090	Providing, cutting, fabricating, treating, fixing & painting structural steel conforming to IS: 2062 in access ladders, inspection platforms, Trolley refuges, railing etc. joints welded to neat finish including one coat of primer and two coats of synthetic enamel paints.	37.18	MT	68336.43	2540748.47
	Add 15% above for item No. 211090 of USSOR-2011 due to escalation for three years @ the rate of 5% P.A. as mentioned in USSOR-2011's "General & operating instructions " Item No. 1.4 (Page vi) & as directed in the Rly. Bd's Lr. NO. 2013/CE-I/CT/0/12/ZT dtd. 07.06.2013.	15	%		381112.27
	Total of Part- A				2921860.74
	Part – B (MS Items)				
MS-12118	Supplying, fabricating & fixing in position, chequered plates conforming to IS:3502, including supply of black bolts with nuts and washers conforming to IS: 1363 with all contractor's labour, tools & plants etc. complete in all respect at all locations like FOB, bridges, staircase etc.	23.53	MT	27592.45	649250.35
	Add 195% above as per XEN (B&F) MMR's acceptance letter No. XEN/T/MMR/Footpath/Uihas Br./MB/2012 dtd. 21.11.2014 for Mumbai division.	195	%		1266038.18
	Total of Part- B				1915288.53
	Part – C (NS Items)				
NS-1	Accurate marking with template & drilling of 21.5mm to 23.5mm dia holes with the contractor's labour, tools, plants and equipments complete as per specifications special condition and scope of work and as directed by Engineer in charge a) in situ drilling of holes.	2080	Nos.		
NS-2	Supplying & driving snap head round rivets of 16 to 23.5mm dia in the in the various members of the bridge, complete with contractor's labour, scaffolding, material, tools & plants etc. complete as directed by the Engineer incharge, Rivets should confirm to IS: 1149, IS: 1148, & IS: 2062 Gr.'A'.	2600	Nos.		
	Total of Part- C				
	Total Estimated cost.				5452829.27
	Say Rs.				5452829.00

Note:- (1) The tenderers should deposit Earnest money alongwith the tender in any of the acceptable from i.e. in cash or **Bankers Cheques, Demand drafts** issued by SBI or any of the Nationalised Banks infavour of WAAO MMR. Tender without Earnest money will be summarily rejected.

(2)The Tenderers are advised to quote their clear cut rates in % at par/above/below on the cost arrived on USSOR 2011 for MS Items & For NS items Tenderes are advised to clear cut quote their rates in words & figures in Rs. For per Unit.

(3) The Service Tax liable to be paid by tenderer /contractor, should quote the same separately while submitting the offer along with tender/quotation. I if Service Tax is leviable the section under which it is levied is to be mentioned by the tenderer. If abatement of service tax, the notification under which abatement taken should be mentioned. The copies of service tax registration No. of the tenderer & the category of service for which the firm registered with CBEC should be submitted. “ Taxes wherever applicable, should be shown separately & not all inclusive rates.

The list of bridges for provision of Man Refuges on various through girder bridges on various sections of Mumbai division.

Sr. No.	Name/No. of Bridge	Location / Kms	Section	Spans	No. of Span	Type of Bridge.	Man Refuges required to be provided
1	Raoli Jn. Fly. Over Up LL	10/12-13	MM-CHRD	45.7	1	Thro.	4
2	Br. No. 46/2 Up	46/45-47	DW-BSR	30.5	1	Thro.	2
3	Br. No. 46/2 Dn	46/46-48	DW-BSR	30.5	1	Thro.	2
4	Fly Over Up	48/21-23A	DW-BSR	61.1	1	Thro.	3
5	Fly Over Dn	48/22-24	DW-BSR	61.1	1	Thro.	3
6	Ulhas Up	51/27-52/1	DW-BSR	76.2	6	Thro.	19
7	Ulhas Dn.	51/28-52/2	DW-BSR	76.2	6	Thro.	19
8	Bhivandi P/line Up	55/29-35	DW-BSR	45.7	2	Thro.	7
9	Bhivandi P/line Dn	55/30-34	DW-BSR	45.7	2	Thro.	7
10	Kamanwadi Up	62/19-23	DW-BSR	45.7	3	Thro.	11
11	Kamanwadi Dn	62/22-24	DW-BSR	45.7	3	Thro.	11
12	Br. No. 67/1 Up	67/11-15	DW-BSR	30.5	1	Thro.	3
13	Br. No. 67/1 Dn	67/12-14	DW-BSR	30.5	1	Thro.	3
14	Sopra Nallah Up	80/27-31	DW-BSR	30.5	1	Thro.	2
15	Sopra Nallah Dn	80/23-32	DW-BSR	30.5	1	Thro.	2
16	Chikale	72/1-2	PNVL-KJT	45.7	2	Thro.	8
17	70/1 RUB Up	70/13-15	PNVL-JASAI	30.5	1	Thro.	3
18	Dharamtar Creek Sdg.	111/1-7	PEN-Thal	45.7	7	Thro.	21
					41		130

STANDARD SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 These "Special Conditions and Specifications, Instructions 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 July-2014** and Central Railway Standard Schedule of Rates **USSOR-2011**", each, as amended by correction slips from time to time.
- 1.2 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 July-2014** and the Central Railway Standard Schedule of Rates **USSOR-2011**" on the other, the former shall prevail.
- 1.3 All references in this document to the word "Standard Specifications" shall mean the Specifications mentioned in the "Central Railway Specifications for Materials and Works".
- 1.4 Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
- 1.5 Any Specifications / 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 as has been explicitly accepted by the Railway.
- 1.6 **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.**

2. SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:

2.1 Security Deposit

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

- a. Security deposit for each work should be 5% of the contract value.
- b. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- c. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security deposit shall be returned to the contractor after physical completion of maintenance period of the work as certified by the competent authority. The Competent authority shall normally be the authority, who is competent to sign the contracts. If this competent authority is of the rank lower than JA Grade, then a JA Grade officer (concerned with the work) should issue the certificate. The certificate, inter alia should mention that the work has been completed in all the respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to railways against the contractors. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

No interest will accrue on the security deposit under any circumstances.

2.2 Earnest money in the form of Guarantee Bonds are not acceptable.

3. **HIRE OF PLANT & MACHINERY AND OTHER FACILITIES**

3.1 The contractor shall make his own arrangements for all plants 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.

3.2 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 Plants & Machinery, which will be the present day market value plus freight and other incidental charges increased by 12.5% supervision charges.

3.3 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.

3.4 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.

3.5 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.

3.6 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 the Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.

4. **SUPPLY OF MATERIAL BY RAILWAYS:** Not applicable for this tender.

5. **USE OF MATERIALS SECURED WITH GOVERNMENT ASSISTANCE**

5.1 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 material is actually required by the contractors for carrying out the work and is not available in the country.

- 5.2 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 license(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 not dispose 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.
- 5.3 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.
6. **SETTING OUT OF WORKS: -**
The Railway will initially set out the centre line of the bridge and the alignment and fix the position 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 an error in the dimensions, alignments positions or levels of work set out or constructed by him to the satisfaction of the Engineer.
- 6.2 In the case of building/ or other structures the Engineer or his representative will set out the centre longitudinal or the face line and at least one main cross line.
- 6.3 The work shall be set out by the contractor to the satisfaction of the engine 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.
- 6.4 The contractor shall also provide, fix and be responsible for the maintenance of all stakes, template profiles, level 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.
7. **SUPPLY OF WATER AND ELECTRICITY: -**
- 7.1 The contractor shall make his own arrangements for water supply. Wherever it 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 expense to effect the connections and lay additional pipe lines and accessories to the site of work and 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 labour camps will not be permitted

- 7.2 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.
- 7.3.1 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 charges shall be deducted from the sums due or payable by the Railway to the contractor from time to time.
- 7.4 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, 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.

8. ROYALTIES AND PATENT RIGHTS.

- 8.1.1 The contractor shall defray the cost of all royalties, fees and other payments in respect of patents. Patent rights and licences, which may be payable to patented licensee or other person or corporation and shall obtain all necessary licence. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the Railway and its 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 moneys which the Railway may have to make 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 his order under this contract.

8.2 PAYMENT OF ROYALTY CHARGES

- 8.2.1 All taxes, royalty charges etc. in connection with construction and supply stone / stone ballast / sand 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 the Sr. DEN, DEN along with each on account bill. If the royalty clearance certificate is not produced along with each on account bill, the 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. However, the royalty charges so retained by the Railways will be refunded to the contractor at the time of Final bill, if the contractor submits the Royalty clearance certificate from the Revenue authority.

8.3. **PERMIT OR PARWANA**

- 8.3.1 The contractor will at his own expense 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 Railway Admn. will not under any circumstances be liable to obtain any permit or parwana whatsoever, for the contractor.

9. **LEGAL CHARGES:**

A fee of Rs. 200/- per legal document 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. **EMPLOYMENT OF STAFF**

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 Defense 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. **In terms of new clause 26 A.1 to the General conditions of Contract (G.C.C), the contractor shall employ the following Qualified Engineers/technical staff during the execution of the allotted work: - (As per Rly. Board's letter No. 2012/CE-I/CT/O/20 dtd. 10.05.2013)**

- (i) One qualified Graduate Engineer when the cost of the work to be executed is Rs.200 Lakhs and above.
- (ii) One qualified diploma holder (Overseer) when the cost of the work to be executed is more than Rs. 25 Lakhs, but less than Rs.200 Lakhs.

Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions, in case the contractor fails to employ Qualified Engineer / technical staff as aforesaid, he, in terms of provisions of Clause 26 A.2 to the General Conditions of Contract shall be liable to pay an amount of Rs.40000/- & Rs. 25000/- for each month or part thereof for the default period for the provisions as contained in Para 11 (i) & (ii) above respectively

The decision of the Engineer-in-charge as to the period for which required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final & binding on the contractor.

12. **VARIATION IN QUANTITY**

- 12.1 Quantities of item/items shown in the schedule are approximate and are for guidance of the contractor/contractors. The quantities may vary to the extent of 25% on either side i.e. increase /decrease during the execution of work according to the actual need of the Railway and the contractor is bound to carry out these additional quantities at the same rate. The contractor is not entitled for any claim on this account. In case of any excess over 25% of the quantity shown in the schedule, for the first 15 % increase in the value beyond 25% of the agreemental value, the

payable rates will be reduced by 2% in the incremental value of the agreement. For the next 10 % increase in the value, the payable rates will be reduced by an additional 2 % in the further incremental value of the agreement. For excess over 50 % of quantity shown in the schedule, Railway reserves the right either to execute the excess qty. of over 50 % through the same agency after negotiating the fresh rates or through fresh tenders. This is subject to the provision made in para 12.2 and 12.3.

- 12.2 For reduction in quantity of individual items, the extent of variation will be determined with reference to the overall value of the contract after taking into account all variations and not for individual items.
- 12.3 For this purpose of determining variation, the item of cutting to be led either to bank or spoil dump in all classifications of soil, shall be deemed to be clubbed together. Similarly, earthwork in embankment from Rly's borrow pits or contractor's own earth shall also be clubbed together.
- 12.4 This limit of variation shall not, however, be applicable and the contractor shall not be entitled to any variation of whatsoever magnitude for all works in foundation below ground level.
- 12.5 This limit of variation shall also not be applicable for individual minor items in the Tender Schedule each costing upto 1% of the total value of the original contract. Upto limit of variation of 2 % of the total value of the original contract for every such minor item. Further increase in the individual item beyond this limit the Railway reserve right to execute the excess quantity through the same agency after negotiating the rate or through any other agency.

Note :- For Revised Variation clause please see item No. 28 of General Conditions of the work, given on page No. 33 of this booklet which is revised as per Rly. Board's letter No. 2007/CE./CT/18 Pt. XII dtd. 31.12.2010

13. STORAGE OF INFLAMMABLE ARTICLES

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.

14. ANTI-LARVAL WORKS

The contractor/s shall at his/their cost carry out all anti-larval works as per the Bye-laws of the local authorities concerned or as may be directed by the Engineer during the execution of the work under this contract. If the contractor/s fails to carry out such work the Railway may carry out the same and recover the cost there of from the contractor/s in the same way as other Railway amounts are recoverable.

14.1 ANTI-MALARIA PRECAUTIONS

Registers as need above will have to be maintained depending on the scope of the work as prescribed by Engineer at site sets at his own cost.

15. SERVICE ROADS APPROACHES

The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing an obstructions 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 service road without paying and charges to him.

- 16.** The tenderer should note that the rates quoted shall embrace all operations necessary for the satisfactory completion of work to finish and shall include all charged for handling, transport, lead, lift, labour, housing, sanitation, water supply materials, fuel, tools and plants, electric power, workshop facilities, machinery, security, lighting etc. and all other expenses of every kinds.

17. SAFE WORKING METHODS

The Contractor 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 Railway 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.

18. NIGHT WORK

The provision in Clause 23 of General Condition of Contract should be noted regarding execution of work between sunset and sunrise. 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.

19. NOTICES TO PUBLIC BODIES

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 premise whether public or private and provide and maintain any light etc. required in night.

20. FIGURES, DIMENSIONS

Figures and dimensions on drawing shall supercede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale.

21. PLEA OF CUSTOM

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.

22. CARE OF STAFF

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 the 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.

23. FIRST-AID

The contractor shall maintain in a readily accessible place first-aid appliance including an adequate supply 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.

24. DAMAGE, ACCIDENTS OR FLOODS OR TIDES

The contractor shall take all precautions against damages from accidents, floods or tide. 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 a 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.

25. TRESPASS

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.

26. Code Nos. description and rates given in the schedule are based on the Standard Schedule of Rates- **USSOR-2011**. Any discrepancies noticed at any time during the execution, currency of the 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 chapters of the Central Railway's Standard Schedule of Rates- **USSOR-2011** except as modified by these special conditions will be applicable to this contract, both for standard schedule and non-schedule items.

27. The following additional **Clause No.55, 55-A & 55-B** of the General Conditions of Contract will be applicable: -

55. Provisions of Payments Of Wages Act :

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees employed by him either directly or through petty contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

55-A. Provisions Of Contract Labour (Regulation And Abolition) Act, 1970 :

“55-A (1) The Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Act and the Rules.

(2) 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 license until the completion of the work. Any failure to fulfill this requirement shall attract the panel provision of the contract arising out of the resultant non-execution of the work.

(3) 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.

(4) In respect of 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.

(5) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the 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, 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. 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.

If the contractor is a co-operative labour Contractor, or Society/Vendor Co-operative Society, there shall be no element of Contractor or ex-Contractors in that Society in any capacity not shall there by 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 the notice of one calendar month, in case of breach of the above clause.

“55-B to G.C.C :- Provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952:-

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Scheme, 1952; Para 3 & 4 of Employees Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of “Employees Provident fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules”.

(Ref:- Railway Board’s letter No. 2012/CE-I/CT/O/22 dtd. 14.12.2012)

28 BLASTING

28.1 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.4801- 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, 1884 amended from time to time and such other Acts and rules as may be enacted and laid from time to time by the government for such works.

28.1.2 Prior to carrying out any blasting the Contractor shall obtain the concurrence of the engineer 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 sizes 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 precaution as to the engineer may order to be taken from time to time.

28.1.3 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.

29 Period of completion

The Railway expects that resourceful and experienced contractor should be able to complete the work in all respects within **09 Month (Excluding Monsoon)** after contract is awarded. Each contractor must however fill in the appropriate place on page 1 of the Tender document, the period within which he undertakes to complete the work.

30. MAINTENANCE PERIOD

The work shall be maintained after completion for a period of **06 Months** by the contractor and he shall make good any defects, imperfection shrinkages or faults which may appear at his own cost.

31. ARBITRATION

31.1 The provision of Clauses 63 & 64 of General Conditions of Contract will be applicable only for settlement of claims of disputes between the parties for value 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 clause 63 & 64 and other relevant clauses of the General Conditions of Contract will not be applicable and arbitration will not be a remedy for settlement of such disputes.

31.2 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 settled dispute only **ONCE** within the ambit of condition **1** above.

SAFETY RULES

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 if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on 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 meters 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 swaying 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 meters 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 meters 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 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter 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 lights 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 asphalt materials, cement and live mortar shall be provided with protective goggles.
 - (b) These engaged in white washing and mixing or attacking of cement bags or any material 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.
 - (d) Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- 6A 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 the 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.
7. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
8. 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 within 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.

9. Motors, gearing transmission, electric wiring and 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 energised insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
10. 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 use. Adequate washing facilities should be provided at or near places of work.
11. 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.
12. 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.
13. Notwithstanding the above clause from (1) to (12) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.

PRICE VARIATION

The Price variation clause as under:- **Applicable for this tender.**

**1 Amend
ment**

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. (Railways Board's letter No. 2007/CE.1/CT/18 dt. 28.09.2007 circulated vide GM (W) CSTM's letter No. W.187/R/A/Policy /II dt 08.10.2007.

Price variation clause

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) dtd. 15.12.2008 circulated vide GM (W) CSTM's L.NO. W.187/R/A/Policy/III dt 05.01.2009

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 over all 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	Tunnelling	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 %	25%
(d) Explosive component (S)	15 %	...
(e) Detonators component (T)	5 %	...
(f) Fixed component (F)	15 %	15 %	15 %	30 %
Total	100 %	100 %	150 %	100 %

Note:- Fixed component will not be considered for any Price Variation.

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

4 Revised General Conditions of Contract: - Price Variation Clause (PVC) – Amendment thereto as per Rly. Board's letter No. 85/W//CT/7/PT dtd. 18/19-04-2006 is included in the tender document

$$\begin{aligned}
 \text{(i)} \quad L & \quad -- \quad \frac{R \times (I - I_0)}{I_0} & = & \frac{P}{100} \\
 \text{(ii)} \quad M & \quad -- \quad \frac{R \times (W - W_0)}{W_0} & = & \frac{Q}{100} \\
 \text{(iii)} \quad U & \quad -- \quad \frac{R \times (F - F_0)}{F_0} & = & \frac{Z}{100} \\
 \text{(iv)} \quad X & \quad -- \quad \frac{R \times (E - E_0)}{E_0} & = & \frac{S}{100} \\
 \text{(v)} \quad N & \quad -- \quad \frac{R \times (D - D_0)}{D_0} & = & \frac{T}{100}
 \end{aligned}$$

- 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.
- I₀ Consumer Price Index Number for Industrial Workers--All India--Published in R.B.I. Bulletin for the base 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.
- W₀ 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.
- F₀ 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.
- E₀ Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from where purchases of explosives are made by the contractor for the base period.
- E Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the first months of the quarter under consideration.
- D₀ 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.

5 Contracts Upto One year

No Price variation clause should be provided as it is presumed that the contractor will take care of the Price Variation while quoting his rate.

6 Contracts between 1 to 2 years duration.

The total amount of reimbursement /recovery due to variation in prices of the several components shall be limited to 10% (15%-5% floor price) of the amount finally payable to the contractor subject to Note below.

7 Contracts more than 2 years duration.

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 the Railway to the contractor will fall outside the purview of Price Variation Clause.
 2 Duration of 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 of SAG level should invariably be taken.

8 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.

9 Price variation clause will not apply if the price variation is upto 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.

Amend ment The present stipulation that "Price Variation Clause will not apply if the price variation is upto 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 claims stands deleted. (Railway Board's letter No. 2007/CE.1/CT/18 dt. 28.09.2007 circulated vide GM (W) CSTM's letter No. W.187/R/A/Policy/II dtd. 08.07.2007

Amend ment In partial modification to item No. 2(iii) of Board's letter No. 2007/CE-1/CT/18 dtd. 28.09.2007, it has been decided to delete the existing lower limit of 5% for disallowing the PV claim (As per Railway 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 dtd. 14.03.2008

10. Price variation during extended period of contract:-

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 Condition of Contract – Price Variation Clause (PVC) – Amendment thereto. As per Railway Board's Letter No. 85/W/II/CT/7/Pt.I dtd. 18/19/2006

Reference had been received from various Railway seeking modification in the existing Price Variation Clause in Works Contracts as 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 linked with the Wholesale Price Index of the respective subgroup 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 indicated below.

Price variation of steel & cement would be calculated separately as given below:-

$$1. Ms = R \times (Ws - Wso) / Wso$$

$$2. Mc = R \times (Wc - Wco) / Wco \quad \text{Where.}$$

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

- W_{so} Index No. of Wholesale Price of subgroup (of Steel & Iron) as published in RBI Bulletin for the base period.
- W_s Index No. of Wholesale Price of subgroup (of Steel & Iron) as published in RBI Bulletin for the first month of the quarters under consideration
- W_{co} Index No. of Wholesale Price of subgroup (Cement) as published in RBI Bulletin for the base period.
- W_c Index No. of Wholesale Price of subgroup (Cement) as published in RBI Bulletin for the first month of the quarters under consideration

(II) In view of the fact 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%. Boards letter No. 85/WI/CT/7/dtd. 20.01.1987 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 percentage of different components in contracts of the other category, namely earthwork, ballast quarry products & tunneling

- (III) **The revised weightage would be applied on the value arrive 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/WI/CT/7/ dt. 04.04.1996.**
- (VI) **There will be no change in other provisions contained in Board’s letters No. 80/WI/CT/10 dt. 25.04.80, No. 87/WI/CT/7/ dtd.20.01.1987 & No. 85/WI/CT/7 dt. 04.04.1996.**
- (VII) **The contract agreement 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 applied with the prospective effect.**
- (IX) **This issues with the concurrence of Finance directorate of Ministry of Railway.**

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) Boards letter No. 85/W-I/CT/7/pt.I dt. 18/19-04/2006 (ii) Boards 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 & 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 contract .

MS= Q (Bs- Bso) where

Ms Amount of price variation in steel payable /recoverable.

Q Weight of steel in tones 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.

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	Angles 65x65x6mm 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 200X75mm IS 2062 E250A SK
5	Any other section of steel not covered in the above categories and excluding HTS.	

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

Amendment to PVC Clause in Works Contract.

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-I/CT/18 dtd. 28.09.2007 circulated vide GM (W) CSTM’s Lr. NO. W.187/R/A/Policy/II dt. 08.10.2007.

In partial modifications of Board’s letter No. 85/W-I/CT/7/-Vol.1 dtd. 04.04.1096 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)	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. 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-I/CT/Con/7/(PCE/GM) dtd. 15.12.2008 circulated vide GM (W) CSTM’s letter No. W.187/R/A/Policy/III dt. 05.01.2009.
Note	
(iii)	The present stipulation that “ Price Variation Clause” will not apply if the price variation is upto 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 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 clause stands deleted.
(iv)	In partial modification to item 2(iii) of Board’s letter No. 2007/CE-I/CT/18/ dtd. 28.09.2007, it has been decided to deleted the existing lower limit of 5% for disallowing the PV claim (As per Rly. Board’s letter No. 2007/CE-1/CT/18 dtd. 07.03.2008 circulated vide CE (W) CSTM’s letter No. W.187/R/A/Policy/II dt. 14.03.2008

Works Contract Procedures: - Amendments thereof as per Railway Board’s letter No. 2008/CE.1/CT/Con/7 (PCE/GM) dtd. 15.12.2008 circulated vide GM (W) CSTM’s letter No. W.187/R.A.Policy /III/dtd. 05.01.2009 & Railway Board’s 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. 10.01.2011 Ref :- (i) Board’s letter No. 85/W-1/CT/7/Pt. I dtd. 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/dtd. 28.09.2007 (iv) Board’s letter No. 94/CE-1/CT/4/ dtd. 17.10.2002. (v) Railway Board’s letter No. 2007/CE-1/CT18 Pt. XII dtd. 31.12.2010.

Subsequent to the issue of Board’s above mentioned letters, Board have further reviewed certain aspects of existing works, contact management, practices & have decided to introduced the following changes.

1	<p>Price variation clause for Steel :- (Amendment to the category of steel in Board’s cited at (i) above In the table given in Boards letter dtd. 09.05.2008 referred to above, following amendments to the category of steel produced by SAIL whose Ex- Works price (+) E.D. thereof would be adopted to determine price variation for reinforcement bars & other rounds against Sr. No. 1 of the table in introduced.</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th align="center">Existing</th> <th align="center">Revised</th> </tr> </thead> <tbody> <tr> <td>TMT 8mm IS 1786 Fe 415</td> <td>TMT 8mm IS 1786 Fe 415/Fe 500</td> </tr> </tbody> </table> <p>This modification is subject to following conditions. (a) This change shall be incorporated in future contracts. No amendment to already finalised contracts shall be allowed. (b) The same specification has to be referred to both for the base period & for the period when payment is due.</p>	Existing	Revised	TMT 8mm IS 1786 Fe 415	TMT 8mm IS 1786 Fe 415/Fe 500
Existing	Revised				
TMT 8mm IS 1786 Fe 415	TMT 8mm IS 1786 Fe 415/Fe 500				
1	<p>Applications 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) dtd. 15.12.2008 circulated vide GM (W) CSTM’s letter No. W.187/R/A/Policy/III dtd. 05.01.2009)</p>				
2	<p>Increasing the tender value limit for incorporating Eligibility Criteria :- As per Railway Board’s letter No. referred at Sr. (v) item No. 4, The existing minimum value of limit of Rs. 20 Lakhs now increased to Rs. 50 Lakhs for eligibility criteria (Rly Board’s letter No. 2007/CE-1/CT/18/Pt.XII dtd. 31.12.2010.</p>				

REVISED PRICE VARIATION CLAUSE 46A to IR's General Conditions of Contract (GCC)

The Price variation clause as under:- **Applicable for this tender.**

Clause 46A incorporated as per Rly. Boards letter No. 2007/CE- I/CT/18JV Pt.19 dtd. 14.12.2012, & dtd. 07.05.2013 circulated vide GM (W) CSTM's letter No. W.187.R.A.Policy/IV dtd. 22.01.2013 & dtd. 27.05.2013 respectively.

	Rly. Board have reconsidered the matter & decided to incorporate a comprehensive Clause in the form of "Clause 46A- Price Variation Clause" to the General Conditions of Contract (GCC), in supercession to all previous instructions on the subject. Accordingly,
1	Price Variation Clause shall be applicable only for tenders of value of Rs. 50 Lakh and more, irrespective of the contract completion period.
2	If required, the percentage of various components, as detailed in Para 46A.5 of Price Variation Clause in GCC may be varied by the concerned SA Grade Officer in consultation with the concerned FA & CAO, keeping in view the special features and complexities of the work involved.
3	Clause 46A – Price Variation Clause to the General Conditions of Contract, as detailed at Annexure –A alongwith associated instructions mentioned herein shall be applicable with prospective effect.
"ANNEXURE – A"	

Addendum & corrigendum Slip (ACS) to Indian Railways General Conditions of Contract (GCC)

	Clause 46A :- Price Variation clause:
46A.1	Price variation clause shall be applicable only for tenders of value as prescribed by the Ministry of Railway through instructions/ circulars issued from time to time and irrespective of the contract completion period. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.
46A. 2	The Base Month for 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.
46A. 3	Rates accepted by Railway Administration shall hold good till completion of the work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies /tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.
46A. 4	Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.
46A. 5	Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.
46A. 6	The percentage of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under

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

* It shall not be considered for any Price Variation.

46A. 7 The amount of variation in prices in several component (labour, material, etc.) shall be worked out by the following formula :-

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

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

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

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

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

$$(vi) \quad M_s = O \times (B_s-B_{s0})$$

$$(vii) \quad M_c = A \times (W_c-W_{c0})/W_{c0}$$

For Railway Electrification Works :-

$$(viii) \quad M_{cc} = [(C-C_0) / C_0 \times 0.4136] \times G$$

$$(ix) \quad M_f = [(S_f-S_{f0}) / S_{f0} + (Z-Z_0) / Z_0 \times 0.06] \times H$$

$$(x) \quad M_{nf} = [(C_u-C_{u0}) / C_{u0}] \times J$$

$$(xi) \quad M_z = [(Z-Z_0) / Z_0] \times W$$

$$(xii) \quad M_{IN} = [(I_n - I_{n0}) / I_n] \times 85$$

Where

- 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
- M_s Amount of price variation in Steel
- M_c Amount of price variation in Cement
- M_{cc} Amount of price variation in Concreting
- M_f Amount of price variation in Ferrous
- M_{nf} Amount of price variation in Non Ferrous
- M_z Amount of price variation in Zinc
- M_{IN} Amount of price variation in Insulator
- O Weight of steel in tonnes supplied by the contractor as per the On-Account bill for month under consideration.
- 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 **minus the price values of cement & Steel** 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.)
- A Value of Cement supplied by contractor as per on account bill in the quarter under consideration
- I₀ Consumer Price Index Number for Industrial Workers--All India--Published in R.B.I. Bulletin for the base period.
- I Consumer Price Index Number for Industrial Workers – All India –Published in Bulletin for the Average price index of the 3 months of the quarter under consideration.
- W₀ 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 average Price Index of 3 months of the quarter under consideration.
- F₀ Index Number of wholesale prices - By Groups and sub-Groups for fuel, Power 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, as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
- E₀ Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period.
- E Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration.
- D₀ 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 average price index of the 3 months of the quarter 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 Rs. Per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which tender was opened.
- Wco Index No. of Wholesale Price of sub-group (of Cement & lime) as published in RBI Bulletin for the base period.
- Wc Index No. of Wholesale Price of sub-group (of Cement & lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
- C RBI wholesale price index for cement & lime for the month which is six months prior to date of casting of foundation.
- Co RBI wholesale price index for cement & lime for the month which is one month prior to date of opening of tender
- Z IEEMA price for Zinc for the month which is two months prior to date of inspection of material.
- Zo IEEMA price for Zinc for the month which is one month prior to date of opening of tender.
- Cu IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.
- Cuo IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
- Sf IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
- Sfo IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
- In RBI wholesale price index for Structural Clay Product for the month which is two months prior to date of inspection of material.
- Ino RBI wholesale price index for Structural Clay Product for the month which is one month prior to date of opening of tender.
- P % of Labour component
- Q % of Material component
- Z % of Fuel component
- S % of Explosive component
- T % of Detonators component
- G % of Concreting component
- H % of Ferrous component
- J % of Non – Ferrous component
- W % of Zinc component

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

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

SL	Category of Steel Supplied In Railway Work	Category of Steel Produced by SAIL Whose Ex-Works Price Plus Excise Duty would be adopted to determine Price Variation.
1	Reinforcement bars and other rounds	TMT 8mm IS 1786 Fe 415/Fe 500
2	All types and sizes of angles	Angles 65x65x6 mm IS 2062 E250A SK
3	All types and sizes of plates	PM Plates above 10-20mm IS 2062 E250A SK
4	All types and sizes of channels & Joists	Channels 200x75mm IS 2062 E250A SK
5	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2, & 3 above.

46A. 10 Price Variation during Extended Period of Contract :-

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under clause 17- B of the General conditions of Contract, Price adjustment shall be done as follows

(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract, as the case may be.

(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under clause 17-B of the General Conditions of contract.

PRICE VARIATION CLAUSE Addendum & Corrigendum Slip (ACS) No. 02 to GCC July 2014 : Amendment in Clause 46A.1 of GCC (Authority Rly. Board's letter No. 2007/CE- I/CT/18/Pt.19 (FTS-8798) dtd. 15.10.2014

Clause 46A incorporated as per Rly. Boards letter No. 2007/CE- I/CT/18JV Pt.19 dtd. 14.12.2012, & dtd. 07.05.2013 circulated vide GM (W) CSTM's letter No. W.187.R.A.Policy/IV dtd. 22.01.2013 & dtd. 27.05.2013 respectively.

1	Price Variation Clause (PVC) shall be applicable only for Contracts of value (Contract Agreement Value) RS. 50 Lakh & more irrespective of the Contract Completion period.
	Further Clause No. 46A.1 of GCC is modified as under.
46A.1	Price variation clause (PVC) shall be applicable only for Contracts of value as prescribed by the Ministry of Railway through instructions/ circulars issued from time to time and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

Revised Clause 46A incorporated as per Rly. Boards circular No. 2007/CE- I/CT/18/pt13 dtd. 02.05.2014, circulated vide GM (W) CSTM's letter No. W.187.R.A.Policy/IV dtd. 27.05.2014.

Clause 46A :- Price Variation Clause.

46A. 7 The amount of variation in prices in several component (labour, material, etc.) shall be worked out by the following formula :-

$$(i) \quad L = \frac{W \times (LQ-LB)}{LB} \times \frac{Lc}{100}$$

$$(ii) \quad M = \frac{W \times (MQ-MB)}{MB} \times \frac{Mc}{100}$$

$$(iii) \quad F = \frac{W \times (FQ-FB)}{FB} \times \frac{Fc}{100}$$

$$(iv) \quad E = \frac{W \times (EQ-EB)}{EB} \times \frac{Ec}{100}$$

$$(v) \quad D = \frac{W \times (DQ-DB)}{DB} \times \frac{Dc}{100}$$

$$(vi) \quad S = Sw \times (SQ-SB)$$

$$(vii) \quad C = Cv \times (CQ-CB)/CB$$

For Railway Electrification Works :-

$$(viii) \quad T = [(Cs-Co) / Co \times 0.4136] \times Tc$$

$$(ix) \quad R = [(RT-Ro) / Ro + (ZT-Zo) / Zo \times 0.06] \times Rc$$

$$(x) \quad N = [(PT-Po) / Po] \times Nc$$

$$(xi) \quad Z = [(ZT-Zo) / Zo] \times Zc$$

$$(xii) \quad I = [(IT - Io) / IT] \times 85$$

Where

- L** Amount of price variation in Labour
- M** Amount of price variation in Materials
- F** Amount of price variation in Fuel
- E** Amount of price variation in Explosives
- D** Amount of price variation in Detonators
- S** Amount of price variation in Steel
- C** Amount of price variation in Cement
- T** Amount of price variation in Concreting
- R** Amount of price variation in Ferrous Items
- N** Amount of price variation in Non Ferrous Items.
- Z** Amount of price variation in Zinc
- I** Amount of price variation in Insulator.
- Lc** % of Labour Component.
- Mc** % of Material Component.
- Fc** % of Fuel Component.
- Ec** % of Explosive Component.
- Dc** % of Detonators Component.
- Tc** % of Concreting Component.
- Rc** % of Ferrous Component.
- Nc** % of Non Ferrous Component.
- Zc** % of Zinc Component.
- W** Gross value of work done by contractor as per on-account bill(s) excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer).
- LB** Consumer Price Index Number for Industrial Workers--All India--Published in R.B.I. Bulletin for the base period.
- LQ** Consumer Price Index Number for Industrial Workers – All India –Published in R.B.I. Bulletin for the Average price index of the 3 months of the quarter under consideration.
- MB** Index Number of wholesale prices - By groups and sub-groups-All commodities as published in the R.B.I. Bulletin for the base period.
- MQ** Index Number of Wholesale Prices - By groups and sub-groups- All commodities-- as published in the R.B.I. Bulletin for the average Price Index of 3 months of the quarter under consideration.
- FB** Index Number of wholesale prices - By Groups and sub-Groups for fuel & Power as published in the R.B.I. Bulletin for base period.

FQ	Index Number of wholesale prices - By Groups and sub-Groups for Fuel & Power, as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
EB	Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period.
EQ	Cost of explosives as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration.
DB	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.
DQ	Cost of detonators as fixed by DGS & D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration.
Sw	Weight of steel in tonne, supplied by the contractor as per the on-account bill for the month under consideration.
SQ	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.
SB	SAIL's ex-works price plus Excise duty thereof (in Rs. Per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which tender was opened.
Cv	Value of Cement supplied by Contractor as per on account bill in the quarter under consideration.
CB	Index No. of Wholesale Price of sub-group (of Cement & lime) as published in RBI Bulletin for the base period.
CQ	Index No. of Wholesale Price of sub-group (of Cement & lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
Cs	RBI wholesale price index for cement & lime for the month which is six months prior to date of casting of foundation.
Co	RBI wholesale price index for cement & lime for the month which is one month prior to date of opening of tender.
RT	IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
Ro	IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
Pt	IEEMA price index for Copper wire bar for the month which is two months prior to date of inspection of material.
Po	IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
ZT	IEEMA price for Zinc for the month which is two months prior to date of inspection of material.
Zo	IEEMA price for Zinc for the month which is one month prior to date of inspection of material.
IT	RBI wholesale price index for Structural Clay Product for the month which is two months prior to date of inspection of material.
Io	RBI wholesale price index for Structural Clay Product for the month which is one month prior to date of opening of tender.

(Authority :- Railway Board's Circular No. 2007/CE-I/CT/18/Pt 13 dtd. 02.05.2014)

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 nor 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 _____

Address _____

Date _____

Signature of witness with address to signature of contractor

Designation _____ (Rly
(for President of India)

Date _____

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
 carryout 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 Rs.P.	Amount
---------	----------	--------------------------------	-------------------------	------	---	--------

1	2	3	4	5	6	7
---	---	---	---	---	---	---

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 42of
 the General Conditions of Contract corrected upto Printed/Advance Correction Slip
 No.....dated.....

Divisional Railway Manager/Divisional.....Engineer
Division

Dated.....

Central Railway
 For PRESIDENT OF INDIA

I agree to complete the works herein setforth 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 ofRailway 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)

Address.....

Date.....

Date.....Signature of witnesses with
 Witnesses.....

Address to signature of contractor

CENTRAL RAILWAY

CONTRACT AGREEMENT NO..... DATED.....

ARTICLES OF AGREEMENT made this..... Days of20..... between the President of India acting through the Railway Administration here in after called the "Railway" of the one part andhereinafter called the "Contractor" of the other part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works.....setforth in thee 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 **Six Months** 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)

Address.....

Date.....

Date.....

Signature of witnesses with address to

Signature of contractor

Witnesses.....

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

WORKORDER 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 set forth 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 theday of.....200.....and maintain the said works for the period ofform the certified date of the completion. The quantities set forth in the said schedule shall be considered approximate and subject to variation under clause 42 of the General Conditions of Contract.

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 under stand 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 claims arising of provision of such act.

I agree to pay the rates at % above/below schedule of rates as applicable to **Mumbai** 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 **Six Months** 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	Address:-
signature of contractor	Date:-
1.....	
2.....	

WORK ORDER FOR WORKS
Mumbai Division

WORKORDERNO.....Original/Duplicate/Triplicate No.....dated.....201

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

SCHEDULE OF RATES.

Particulars	Rates (Rs.)	Per	Remarks.

WITNESS
Name.....
Address.....

CONTRACTOR
Name.....
Address.....

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

Dated.....201

.....Engineer.

“END OF TENDER DOCUMENT”