

**SOUTHERN RAILWAY  
CONSTRUCTION ORGANISATION**

**WORKS CONTRACT**

**REGULATION FOR TENDERS AND CONTRACTS  
&**

**INSTRUCTIONS TO TENDERERS**

**&**

**SPECIAL CONDITIONS OF CONTRACT**

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Southern Railway

WORKS CONTRACT

REGULATIONS FOR TENDERS AND CONTRACTS

AND

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

TENDER AGREEMENT FORM

Item No. ....of Tender Notice No.....dated.....

1. Name of the Tenderer to whom the .....  
Tender form is issued.  
(Please indicate details if the documents are downloaded from internet)
2. Address:
3. Serial No. assigned to the Tender Form
4. Date of sale:
5. Signature & Name of the official who issued the form

Notes: 1. Transfer of tender form purchased by one tenderer to another is not permissible

2. The tender form is required to be submitted intact together with all documents supplied at the time of sale, without any pages being removed. Any other document required to be submitted as per the conditions shall also be attached. Failure to comply will render the tender liable to be rejected.

3. This document is the property of Southern Railway and is issued only for the use of the tenderer for submitting offers and should not be used in any other form nor be copied or reproduced.

## PART - A

### SOUTHERN RAILWAY

#### REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERERS

##### 1.0 MEANING OF TERMS

1.1 **Definitions :** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires :-

1.1.1 "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Southern Railway or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.

1.1.2 "General Manager" shall mean the Officer in charge for the general superintendence and control of the Southern Railway and shall also include the Chief Administrative Officer (Construction), Southern Railway and shall mean and include their successors of the Successor Railway.

1.1.3 "Chief Engineer" shall mean the Officer in charge of the Engineering Department of the Southern Railway and shall also include the Chief Engineer (Construction), Chief Signal & telecommunication Engineer (Construction), Chief Electrical Engineer (Construction) and shall mean & include their successors of the Successor Railway.

1.1.4 "Engineer" shall mean Executive Engineer, Southern Railway and shall mean and include Divisional Signal & Telecommunication Engineer/Construction, Divisional Electrical Engineer/Construction, in executive charge of the works and shall also include the superior officers of Engineering, Signal & Telecommunication and Electrical departments of the Southern Railway i.e. Deputy Chief Engineer/Deputy Chief Signal & Telecommunication Engineer/Deputy Chief Electrical Engineer (Construction)/Chief Engineer, Chief Electrical Engineer, Chief Signal & Telecommunication Engineers of Construction and other superior Officers of the concerned department of the Southern Railway and shall mean and include the Engineers of the Successor Railway.

1.1.5 "Engineer's Representative" shall mean the Assistant Executive Engineer of Assistant Signal & Telecommunication Engineer or Assistant Electrical Engineer in direct charge of the works and shall include any Senior Section/Section Engineer of Civil Engineering/Signal & Telecommunication Engineering/Electrical Engineering departments appointed by the Southern Railway and shall mean and include the Engineer's Representative of the Successor Railway.

1.1.6 "Successor Railway" shall mean and include such other Railway to which for administrative or other reasons this contract may during its pendency be transferred.

- 1.1.7 "Tenderer" shall mean the person / the firm / co-operative society or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- 1.1.8 "Contractor" shall mean the person / firm / co-operative society or company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- 1.1.9 "Contract" shall mean and include the Agreement or Work Order, the accepted schedule of rates or the printed Schedule of Rates of the Southern Railway modified by the tender percentage of items of works quantified or not quantified, the General Conditions of Contract, the Special Conditions of contract if any, the drawings, the specifications, the special specifications if any, schedule of quantities, Manuals and instructions if any and Tender Forms if any, all in complete known as "Contract Documents".
- 1.1.10 "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or selected list of Contractors with the Railway.
- 1.1.11 "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice and publicity.
- 1.1.12 "Works" shall mean the works to be executed in accordance with the contract.
- 1.1.13 "Specifications" shall mean the Southern Railway Specifications for materials and works, 1969 issued under the authority of the Chief Engineer from time to time or amplified / added to or superseded by special specifications if any, appended to the Tender Forms or as modified from time to time.
- 1.1.14 "Schedule of Rates of the Southern Railway" shall mean the Southern Railway Engineering Departments', Schedule of Rates, 2008 issued under the authority of the Chief Engineer or as amplified, added to or superseded from time to time.
- 1.1.15 "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- 1.1.16 "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.1.17 "Temporary works" shall mean all temporary works of every kind required for the execution, completion or maintenance of the works.
- 1.1.18 "Site" shall mean the lands and other places on under in or through which the works are to be carried out and any other lands or places provided by the Railway for the purposes of the contract.

- 1.1.19 "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.
- 1.2 Singular or plural: Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.3 Interpretation: These regulations for tenders and contracts shall be read in conjunction with General conditions of contract which are referred to therein and shall be subjected to modifications/additions or super - sessions by Special conditions of contract and/or drawings manuals, specifications and/or special specifications, if any, annexed to tender forms.
- 2.0 **INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER.**
- 2.1 The tender should be in the prescribed form obtainable from the office of the Chief Administrative Officer, Construction, Southern Railway, Poonamalle High Road, Egmore, Chennai - 600 008. The cost of the Tender form as mentioned in the top sheet is to be paid to the Chief Cashier, Southern Railway, Park Town, Chennai 600003 or any Station Master on the Southern Railway and the same will be issued on production of the cash receipt for the said amount.
- 2.2 The cost of the tender form is non refundable and the tender form is not transferable.
- 2.3 Tender documents are also available on Southern Railway website i.e. [www.tenders.gov.in](http://www.tenders.gov.in) or [www.srailway.com](http://www.srailway.com) and the same can be down loaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of Financial Adviser and Chief Accounts Officer, Construction, Southern Railway, Chennai - 600008 along with the tender document. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. **Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.**
- 2.4 Tenderer should submit along with the tender the requisite Earnest Money Deposit in the prescribed form and tenders unaccompanied by requisite Earnest Money Deposit will be summarily rejected.
- a. The lump sum Earnest Money Deposit furnished already available with the Railways **will not** be considered towards this work.
  - b. The Unreleased EMD if any, held with the Railways **shall not** be adjusted with the EMD to be remitted.
  - c. Cheques, War Bonds, Government Securities and Guarantee Bonds **will not** be accepted towards EMD.
  - d. The Earnest Money of the unsuccessful Tenderer(s) will, save as hereinbefore 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.

- 2.5 Tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work.
- 2.6 **Drawings for this work:** The Drawings for the work can be seen in the office of the Chief Administrative Officer/Chief Engineer (Construction) at any time during the office hours. The drawings are only for the guidance of the Tenderer. Detailed working drawings (if required), based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.
- 2.7 Printed General Conditions of contract, the specifications for material and work, schedule of rates 2008, and any other document as amended/corrected upto correction slip upto date can be seen in the office of the Chief Administrative Officer/Chief Engineer (Construction) or copies can be obtained on payment.
- 2.8 Tenderer must furnish details as per Annexures given in the Tender form while submitting their offer.
- 2.9 Tender documents duly completed in all respects shall be dropped in Tender box kept for the purpose before the date and time mentioned in the notice. If the tender booklets are sent by post, the tenderer must ensure that the tender is reached before the tender box is closed.
- 2.10 No responsibility will be accepted for delay, loss, damage, non receipt and late receipt towards dispatch/receipt of the tenders by Post in postal transit
- 2.11 The tender will be opened in the office of Chief Administrative Officer, Construction, Southern Railway, Egmore, Chennai at the date and time mentioned in the presence of tenderers/their authorized representatives.
- 2.12 If the date of receipt and opening of tender is declared as a holiday at a later date, the tender will be opened on the next working day.
- 2.13 Tenderer shall hold the offer for acceptance for a minimum of **90 Days** from the date of opening of tender.
- 2.14 All terms and conditions in the tender document are binding on the tenderer.
- 2.15 Non compliance of any of the conditions set forth hereinbefore is liable to result in the tender being rejected.
- 2.16 Railway reserves the right to accept or reject any or all the tenders and award the work in whole or part without assigning any such action.



### 3.0 EARNEST MONEY DEPOSIT :

- 3.1 *The tender 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 deposit shall be as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs.10. The earnest money shall be applicable for all modes of tendering to a slab as specified in the table.*

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

- 3.2 Tenderers, should submit, along with the tender, the requisite Earnest Money Deposit. Tenders unaccompanied by requisite Earnest Money Deposit as detailed below will be rejected **outright**. The Earnest Money should be in any one of the following forms:

(a) **CASH:** If in the form of cash, it should be paid to the Railway Administration's Chief Cashier - Southern Railway, Chennai 600 003. In case of tenders called by officers in the field units other than Chennai i.e. Dy Chief Engineers/Executive Engineers, the EMD should be paid to the Divisional cashier of the division concerned. Tenderer should enclose the original cash receipt along with his/their tender, without fail.

(b) **INSTRUMENTS:** If in the form of instruments, it could be either Pay Order/Banker's Cheque or Demand Draft, or Fixed/Term Deposit receipt.

(i) These forms of Earnest Money should have been issued by State Bank of India or any of the Nationalised Banks or *scheduled Banks (other than State Bank Of India and the Nationalised Banks) approved by the Reserve Bank Of India for this purpose. ~~The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank Of India.~~*

(ii) These should have been drawn in favour of/payable to *Financial Advisor and Chief Accounts Officer, Construction, Southern Railway, Egmore, Chennai 600 008.* In case of tenders called by officers in the field units other than Chennai i.e. Dy Chief Engineers/Executive Engineers, the EMD *should be drawn as follows (as the case may be):-*

*Senior Assistant Financial Advisor/Construction/ Tiruchchirappalli.*

*Or,*

*Senior Assistant Financial Advisor/Construction/ Madurai.*

*Or,*

*Senior Assistant Financial Advisor/Construction/ Ernakulam.*

*Or,*

*Senior Assistant Financial Advisor/Construction/ Trivandrum*

(iii) If any of these instruments are found to have been drawn in favour of/payable to the tenderer, they would be **invalid** and the tender submitted would be rejected **outright**.

(iv) The name of the tenderer(party), on whose account the FDR/TDR has been issued, is to be mentioned by the Banker, at an appropriate place on the instrument itself.

(v) These instruments *should be valid normally for a period of 180 days*, from the date of tender opening; however, the tenderers may have to get the validity of the EMD instrument extended to correspond with the extension(s) to the validity of offers, when sought by the Railways.

(c) Government securities (Stock Certificates, Bearer Bonds, Promissory Notes etc) and Guarantee bonds executed by banks **will not be** accepted towards earnest money.

(d) The details of EMD should be filled in paragraph 4 of Annexure I to the tender documents.

**3.3** No interest shall be payable on the Earnest Money deposit.

**3.4** The tenderer shall keep the offer open for a minimum period of **90 DAYS** stipulated in the tender from the date of opening of the tender within which period the Tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time-to-time. 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 the 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 which is not acceptable to the competent authority empowered to accept this tender. Should the Tenderer fail to observe or comply with the said stipulation, the full earnest money amount shall be forfeited to the Railway.

**3.5** If the tender is accepted this earnest money would be adjusted after encashment by Railways wherever necessary to form part of the cash segment of the Security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. This amount of Security deposit shall be forfeited if the Tenderer/Contractor fail to execute the Agreement Bond within 7 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.

**3.6** The Earnest Money Deposit, in other than cash form of the unsuccessful Tenderer(s) shall, save as hereinbefore provided, be returned to them by Tender inviting Authority, after getting them discharged by the FA&CAO/SrAFA concerned cited in Para.7.2 (b)(ii) 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.

**3.7** Use of discharged instruments towards EMD of other tenders, are prohibited.

#### 4.0 TENDER DOCUMENT:

Tender forms will embody the contents of the Contract Documents either directly or by reference. Tender Form shall be issued on payment of the prescribed fees. No alterations/Corrections/Modifications of the Tender Forms is admissible. Tenders with such altered/corrected/modified Tender Forms, will be rejected by the Deputy Chief Engineer/Chief Engineer/Construction. The tender documents shall be witnessed by two individuals of appropriate stature.

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

- 4.1.1. Part A: Regulation for tender and contract and instructions to Tenderers (including Annexure I - VII)  
Part B: Additional instructions and Special conditions  
Part C: Scope of the work and Tender Schedules  
Part D: Special technical specifications and conditions.

4.1.2 All General and detailed drawings pertaining to the works which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

4.1.3. General Conditions of Contract **2003** as amended/corrected upto correction slips up-to-date.

4.1.4 Specifications for Materials and works, 1969 of the Southern Railway, as amended/corrected up to Corrections slips up to date.

4.1.5. Schedule of Rates, 2008, as amended/corrected upto Corrections slips up to date.

4.1.6. The Contract Labour (Regulation and Abolition) Act, 1970 and Central Rule 1971 as amended and corrected upto correction slips up-to-date.

#### 5.0 ELIGIBILITY CRITERIA AND CREDENTIALS:

5.1 ***Tenderers are required to satisfy the following eligibility criteria (for advertised tender value exceeding Rs.20 lakhs and upto Rs.5 Crores :-***

Sl.No.	Certificate	Minimum Criteria
1	Should have completed in the last three financial years (i.e. current year and three previous financial years)	At least one similar single work, for a minimum value of 35% of advertised tender value of work.
2	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. The tenderer has to produce attested certificate from the employer/client, audited balance sheet duly certified by the chartered accountant etc., with the tender offer.

5.1(a) ***Tenderers are required to satisfy the following eligibility criteria (for advertised tender value exceeding Rs.5 Crores and upto Rs.15 Crores :-***

Sl.No.	Certificate	Minimum Criteria
1	Should have completed in the last three financial years (i.e. current year and three previous financial years)	They should have satisfactorily completed in the last three financial years (i.e. current financial year and three previous financial years) up to the date of opening of tender - a) One similar single work for a minimum value of 35% of advertised tender value. Or b) Two similar single works each for a minimum value of 20% of advertised tender value. Or c) Three similar single works each for a minimum value of 15% of advertised tender value.
2	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. The tenderer has to produce attested certificate from the employer/client, audited balance sheet duly certified by the chartered accountant etc., with the tender offer.

5.2 With respect to Railways, the experience certificate should have been issued by at least a JA Grade Officer. With respect to other Government Departments and PSUs, the certificate issued at the level of Executive Engineer and above can be taken as valid.

5.2.1 The tenderer shall note that the Credentials/ Experience Certificate for the works executed by them as Sub-contractor to Main Contractor of Govt. Dept/PSUs will not be considered and the Credentials/Experience Certificate for the works executed by them directly for Govt.Dept /PSUs as Main Contractor will only considered

5.3 All documents to support fulfillment of eligibility criteria should be furnished along with the tender and should be available at the time of tender opening. Tenders not accompanied by documentary evidence in support of eligibility criteria will be rejected. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard.

5.3.1. For the purpose of single similar nature of work, the Experience Certificate should be attached to the tender document as per proforma given in Annexure II which can be filled up and signed by the tenderer, incase the format issued by the Executive is different. The certified copies of relevant Experience Certificate are also to be enclosed.

5.3.2. As regards, the contract amount, received during the last three financial years and in the current financial year, documentary evidence in the form of attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be accepted.

- 5.3.3. Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderers or any clarifications/ confirmations on the contents of the documents submitted.
- 5.3.4. In case the Certificates/Documents produced are proved to be false/fabricated, the entire earnest money is liable to be forfeited in addition to banning their business with the organization for a specified period of not less than one year at the discretion of the Administration.

## **6.0 FILLING AND SUBMISSION OF TENDER:**

- 6.1 Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locations 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 the works to the entire satisfaction of the Engineer
- 6.2 Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents.
- 6.3 The percentage and rates quoted must be clearly written in figures and in words, and the percentage (In case of SOR 2008 items) will apply to all the items in all the chapters covered in the schedule of SOR 2008 items. If there are any variation between the rates quoted in figures and words, the rate quoted in "words" shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender liable to be rejected. The percentages quoted shall be up to two decimal places. **Any percentage quoted with more than two decimal places will be rounded of to two decimal places.**
- 6.4 If any item is excluded by the tenderer while submitting his tender, the tender is liable to be rejected.
- 6.5 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them.
- 6.6 Tender containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in INK and must be attested by him/them under full signature and date.
- 6.7 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 intimation to all Tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis and scope 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 claim on account thereof.

- 6.8 Additional conditions or stipulations if any must be made by the tender/s in a covering letter with the tender. The railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those conditions which are explicitly accepted by the Railway shall form part of the contract.
- 6.9 The tender shall be submitted in the prescribed form annexed hereto (Annexure I to VII) duly quoting the offer as stipulated in the Special Conditions of Contract. The quotations will be subject to the general instructions contained in Pages ( i ) to ( vi ) of the Schedule of Rates 2008 and other documents as referred in para 3.0. The quantities shown in the attached Schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy. The Railway does not guarantee work under each item of the Schedule.
- 6.10 The Tenderer shall clearly specify whether the tender is submitted on his own or behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership Concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.11 The Tenderer whether sole Proprietor, a Limited Company or Partnership concern, if they want to act through an agent or individual partner, should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorising him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the "No Claim Certificate" and refer all or any disputes to arbitration.
- 6.12 The attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be taken for verifying the credentials.
- 6.13 Tenderer shall submit a declaration in the proforma enclosed, as **Annexure I**. Tenders without this declaration by the tenderer is likely to be rejected.
- 6.14 The Tenderer shall submit the experience certificate for the purpose of single nature of work in the format given as **Annexure II**.
- 6.15 Tenderers must fill up the particulars provided for in **Annexure III** regarding basic details of the firm.

- 6.16 Tenderers must furnish details of all works on hand with them in Railways, other public sector undertakings and private sector undertakings in the proforma **Annexure IV** while submitting their offers.
- 6.17 Tenderer must furnish List of personnel, organization available on hand and proposed to be engaged for the subject work as per the proforma **Annexure V** while submitting their offers.
- 6.18 Tenderer must furnish List of plant and machinery available on hand and proposed to be inducted for the subject work as per the proforma **Annexure VI** while submitting their offers.
- 6.19 The tenderer must furnish the details of employment of retired Gazetted Railway Engineer if any, in the proforma given as **Annexure VII**.
- 6.20 The tender documents must be submitted duly completed in all respects in a sealed cover duly Superscribing with the name of the work, tender notice no. and date and the same should be dropped in the tender box kept in the Office of the Chief Administrative Officer or should be sent by Registered post to the above address well before the date and time stipulated in the tender document. The administration will not be responsible for any postal delays. ***Any tender received after the stipulated time is liable to be rejected*** . Any tender delivered or sent otherwise will be at the risk of the tenderer. The tenders sent by Registered Post should be addressed to XEN/W or any nominated Officer.

## **7.0 ACCEPTANCE OF TENDER:**

- 7.1. The Railway reserves the right of not to invite tenders for any of the Railway work or works or to invite open or limited tenders and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 7.2. The authority for the acceptance of the tender will rest with the Competent authority to whom the power to accept the tender has been delegated who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.
- 7.3. If the Tenderer deliberately gives/Tenderers deliberately 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. The entire earnest money deposit with Railway will be forfeited. In addition, action will be taken to suspend the business with the tenderer for a specified period of not less than one year at the discretion of the Administration.
- 7.4. The Tenderer whose tender is accepted shall be required to attend the Office of the Chief Administrative Officer / Chief Engineer / Dy.Chief Engineer, Executive Engineer (Construction) as the case may be in person, or if a firm or corporation, a duly authorised representative shall so attend,

and to execute the contract documents within 7 days after receipt of notice issued by the Railway that such documents are ready. Failure to do so shall constitute a breach of the contract effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

- 7.5. The successful Tenderer shall be required to execute an agreement with the President of India acting through the Chief Engineer (Construction), Southern Railway for carrying out the work according to the Contract documents in the proforma at **ANNEXURE VIII**.
- 7.6. In the event of any Tenderer whose tender is accepted refuses to execute the contract documents as herein before provided, the Railway may decide that such Tenderer has abandoned the contract and thereupon his tender and the 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 risk and cost in getting the work executed through another agency.
- 7.7. Every contract shall be complete in respect of the document it shall so constitute. The Contract documents shall include all or any of the documents listed in the definition for 'Contract' updated to the date of issue of tender notice for the work. It should be understood that every endeavor has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims on account thereof. Not less than 3 (three) copies of the contract documents shall be signed by the competent authority and the Contractor and one copy given to the Contractor.
- 7.8. The tenderer/s shall not increase his/their rate (even for any item) in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.

## **8.0 CONSTITUTION OF THE FIRM**

- 8.1 The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.
- 8.2 The railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.



- 8.3 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender the Railway shall deem such tender as cancelled, unless the firm retains its character.
- 8.4 If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/ severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.
- 8.5 The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.
- 8.6 Joint Ventures / Consortiums / Memorandum of Understandings will be considered in accordance with tender conditions.
- 8.7 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 or 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 a retired gazetted officer as aforesaid, or should a Tenderer being an incorporated company have any retired Engineer or retired officer as one of its directors, or should a Tenderer has in his employment any retired engineer or retired gazetted officer from the said service and in cases where such Engineer or officer had not retired from Government service atleast two 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 make employment under the Contractor, has been obtained by the Tenderer or the Engineer or the officers 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.
- 8.8 Should a Tenderer or Contractor being an individual on the list of approved Contractors, have a relative employed in gazetted capacity in any Departments of any Indian Railways, or in the case of partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the any Department of the any Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders as per Annexure VII, failing which the tender may

be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision on Clause 62 of the General Conditions of Contract.

## SOUTHERN RAILWAY

## TENDER FORM (FIRST SHEET)

Ref.No/Date.....

To

THE PRESIDENT OF INDIA  
Acting Through the  
Chief Administrative Officer / Chief Engineer/  
Deputy Chief Engineer/Executive Engineer (Construction),  
Southern Railway

Name of the work:.....

Tender Notice No.....Item No.....

1. I/We \_\_\_\_\_ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We have perused the contract documents (i.e. General Conditions of Contract, Special Conditions and Specifications, Special specifications and the Specifications for materials 1969 of the Southern Railway and the Schedule of Rates, 2008, of the Southern Railway and all other documents attached to the tender) and that I/We am/are fully aware that I/We will have to perform the contract if my/our tender is accepted subject to general conditions of contract aforesaid and also subject to the Contract Documents complete aforesaid. I/We offer to do the work at the rates shown in the annexures annexed and hereby bind myself/ourselves to complete the work in the stipulated period as mentioned in the contract documents attached from the date of issue of letter of acceptance.
2. I/We have signed the tender documents on all pages. I/We have filled all the relevant columns in the Annexures enclosed and I/We am/are aware that non filling up of any column and non furnishing data/non signing of the documents is likely to result in non consideration of my/our tender.
3. 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 and in default thereof I/We will be liable for forfeiture of my/our "Earnest Money".
4. A sum of **Rs. \_\_\_\_\_ in the form of Cash/Banker's Cheque/Demand Draft/Fixed Term Deposit Receipt\* No. \_\_\_\_\_ dt. \_\_\_\_\_ issued by Bank \_\_\_\_\_ Branch \_\_\_\_\_** is herewith forwarded as Earnest Money. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies available to the Railway in case my/our tender is accepted and if:
  - a. I/We do not execute the Contract Documents within seven days after receipt of notice issued by the Railway that such documents are ready; or
  - b. I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

**\* Tick as applicable**

6. /We also undertake to carry out the work in accordance with the said (plans) Specifications and Conditions of Contract, and to find and provide such of the materials (other than those to be supplied by the Railway) for, and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representatives within the period specified; and to maintain the same for the period and in the manner provided in the Conditions of Contract.

7. Following documents are enclosed.

- a. Partnership Deed
- b. Power of Attorney'
- c. List of works executed year wise during the last three years along with their values.
- d. Credentials issued by the Department for whom the work was executed by the tenderer/s during the last three years.
- e. Latest Valid Income Tax Certificate/the documentary evidence for complete amount received duly certified CA/Railway officers or other Gazetted Government officials.
- f. Experience Certificate (Annexure II)
- g. Constitution of the Firm(Annexure III)
- h. List of works on hand, their values and stage of completion ( Annexure IV)
- i. List of Engineering personnel employed for the work. (Annexure V)
- j. Details of Plant and Machinery (Annexure VI)
- k. Reporting of employment of retired Gazetted Officers (Annexure VII)

## 8.0 DECLARATION

I/We \_\_\_\_\_ declare that

- a. I/We am/are not banned from doing business with Railways
- b. I/We do not have any partners who are individuals or partners of firms banned from doing business with Railways.
- c. I/We are not sister concerns/allied partners who were individuals or firms or partnes of firms banned from doing business with Railways.
- d. I/We understand and agree that if I/We were found during consideration of the tender to be a firm/individual or sister/allied concern or any individual or firms or partner of firms banned by the Ministry of Railway from doing business with Railways and ban is still in force, earnest money deposit remitted by me/us will be forfeited in full.

- e. I/We understand that if I/We were found during the course of execution of work to be an individual or firm or partner or firms or sister/allied concern of any individuals or firms banned by the Ministry of Railway from doing business with Railways and the ban is still in force, my/our security deposit will be forfeited in full.
- f. I/We understand that if I/We are found to be individual or firm or partner of firm or sister/allied concern of any individuals or firms banned by the Ministry of railway from doing business with Railways during the consideration of tender or during the execution of work, I/We are liable to be banned from doing business for further periods to be specified by Railways.
- g. I/We are satisfying the eligibility conditions mentioned in the tender and I/We have enclosed attested copies of documents along with the tender in support of my/our claim of satisfying eligibility conditions. I/We understand that I/We have to produce the original documents if so demanded by the Railways. I/We understand that if any of the documents were found to be bogus, my/our earnest money deposit (before finalisation of tender) security deposit (after awarding work) will be forfeited in full and I/We are liable to be banned from doing business with Railways for any period to be specified by the Railways and also liable for legal proceedings against me/us.
- h. I/We have submitted full details of work on hand and progress thereon. I/We understand that if the information furnished by me/us were found to be false my/our tender is liable to be rejected and Earnest money deposit in full is liable to be forfeited. If it is found to be false at any stage, I/We are liable to be banned from doing business with Railways for any period to be specified by Railways and also liable for legal proceedings against me/us.

**(SIGNATURE OF TENDERERS)**

Place :

Name :

Date :

Address :

SIGNATURE & ADDRESS OF WITNESSES TO THE SIGNATURE OF THE TENDERER(S)

**WITNESSES :**

1 : Name

Signature

Date

Address

2 : Name

Signature

Date:

Address

**PROFORMA FOR EXPERIENCE CERTIFICATE**

Name and address of Department  
Name and address of Unit

Agreement No & Date  
Value of Agreement

Name and address of Contractor  
Name and Type of work  
Nature of work executed

Original Currency  
Actual date of completion  
No. of extensions granted.

Sl.No	Nature of work (major sub work) Details of work (tick items which are applicable)	Value as per eligibility criteria	Value as per Agreement (*)	Value as per actual execution (based on payments made so far) (*)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

1. Foundation
  - 1.1 RCC Pile
    - Precast/driven
    - Cast in situ
  - 1.2 Well
  - 1.3 Open
- 2 Substructure
  - 2.1 RCC
  - 2.2 CC
  - 2.3 Masonry
3. Superstructure
  - 3.1 PSC Precast
  - 3.2 PSC Cast in situ
  - 3.3 RCC
    - 3.3.1 RCC Box pushing
- 4 Road work
  - 4.1 Concrete
  - 4.2 Asphalt
- 5 Earthwork
  - 5.1 Embankment-normal
  - 5.2 Embankment-blanketting
  - 5.3.1 Cutting in - ordinary soil
  - 5.3.2 Rock cutting in not requiring

- 5.3.3 Blasting
- 5.3.3 Rock cutting in requiring Blasting
- 6 Ballast Supply
  - 6.1 Hand broken
  - 6.2 Machine crushed
  - 6.3 Site collection
  - 6.4 Depot collection
- 7. P.Way Linking (Track kilo-metre)
- 8. Transportation ( Tonne Kilo-metre)
- 9. Service/Residential building  
With type of structure
- 10. Whether any penalty is imposed
- 11. General Remarks about performance.

( \* ) Details under relevant columns are to be filled up.

**Signature and Seal of Authority issuing Certificate.**

**Place:**

**Date:**

**Note:** To satisfy the eligibility criteria as regards single similar nature of work, the minimum value on related items of work, as indicated in the above certificate should add upto 35% of the advertised tender value of the work.

**CONSTITUTION OF THE FIRM**

1. Full Name of the Contractor/s,  
Construction firm and year of  
Establishment
2. Registered Head Office and  
Address
3. Branch Offices/ in India
4. Address on which correspondence  
regarding this tender should be done

**Signature of the tenderer/contractor:**

**Date:**

**Address:**



**STATEMENT OF WORKS ON HAND**

Sl. No	Name of the Organisation	Name of Work	Date of Award	Original Date of completion	Place of work	Value of works	Present Physical Progress in %age	Likely date of completion

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

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

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

**Signature of tenderer/contractor:**

**Date:**

**Address:**

ANNEXURE V

**LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE / PROPOSED TO BE  
EMPLOYED FOR DEPLOYEMENT OF THIS WORK**

Sl. No.	Name & Designation	Qualification	Professional Experience	Organisation with whom working	Date from which the personnel will be available for this work
1.	2.	3.	4.	5.	6.

**Signature of tenderer/contractor:**

**Date:**

**Address:**

**DETAILS OF MACHINERY TENDERER/CONTRACTOR WANTS TO PURCHASE / HIRE  
FOR THIS WORK**

Sl. No.	Particulars of Equipment	No. of unit	Kind & make/firm from which to be hired	Capacity	Date by which the plant would be available for use on this work
1.	2.	3.	4.	5.	6.

**Signature of tenderer/contractor:**

**Date:**

**Address:**

**FORM FOR REPORTING OF EMPLOYMENT OF RAILWAY OFFICERS**

**Proforma to be filled in and signed by the Tenderer and submitted  
along with the tender with reference to Clauses 8.8. of the  
Conditions of Tender**

**Strike out whichever is not applicable**

- I. The undersigned :
- (a) is a retired gazetted officer holding prior to retirement a pensionable/non-pensionable post in Engineering Department of \_\_\_\_\_ Railway.
- (b) is a partnership firm having as one of its partners a retired Engineer or a retired gazetted officer as aforesaid.
- (c) is an incorporated company having any such retired Engineer or retired officer as aforesaid, as one of its directors.
- (d) is having in my employment any retired Engineer or retired gazetted officer as aforesaid.
- (e) has no such retired Engineer or retired gazetted officer so associated with me as stated above.
- II. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder :
- (1) Post held before retirement .. \_\_\_\_\_
- (2) Date of retirement .. \_\_\_\_\_
- (3) If not retired at least two .. \_\_\_\_\_  
years prior to date of  
submission of tender state  
whether permission for  
taking such contracts has  
been obtained from the  
President of India or any  
officer duly authorised in \_\_\_\_\_ this behalf.
- III. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in gazetted capacity in the Engineering Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder :-
- (1) Name .. \_\_\_\_\_
- (2) Designation .. \_\_\_\_\_
- (3) Relationship .. \_\_\_\_\_

**Signature of the Tenderer/contractor :**

**Name:**

**Address:**

**Date:**

## FORM FOR AGREEMENT FOR WORKS CONTRACTS

Name of the work:

I. CONTRACT AGREEMENT No. \_\_\_\_\_

dated \_\_\_\_\_ ARTICLES OF AGREEMENT MADE this  
\_\_\_\_\_ day of \_\_\_\_\_ between the

"President of India" acting through the Chief Administrative Officer (Construction) of Southern Railway Administration hereinafter called the "Railway" of the one part and \_\_\_\_\_ hereinafter called the "Contractor" of the other part.

II. WHEREAS the Contractor has agreed with the Railway for the performance of the work set forth in the schedule hereto annexed and in conformity with specifications for materials and works 1969 of the Southern Railway and special conditions and special specifications and drawings hereto annexed, if any, and General Conditions of Contract all known as "Contract Documents" AND WHEREAS the performance of the said work is an act in which the public are interested.

III. AND WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ towards the earnest money AND WHEREAS the balance of security deposit after adjustment of earnest money of Rs. \_\_\_\_\_ originally paid by the contractor is at the instance of the Contractor recovered at 10 per cent of the value of the running bill till all the amount of security deposit of Rs. \_\_\_\_\_ is fully recovered.

IV. NOW THIS INDENTURE WITNESSTH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedules set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract within the stipulated period as mentioned in the special conditions of contract from the date of issue of letter of acceptance and will maintain the said works as stipulated in the schedule attached 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 had been fully set forth herein), AND the Railway doth hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof, at the rates set forth in the annexure IX.

- V. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the Contractor, and the printed Schedule of Rates including the General Instructions contained in Pages I to III thereof, shall be binding upon the Contractor and upon the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.
- VI. The cost of stamp duty on the agreement shall be borne by the Railway Administration.

Signature of Witness  
(with Address to  
Signature of Contractor)

**Contractor**

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

**Designation**

**Southern Railway  
for President of India.**

FOR OFFICIAL USE ONLY**FORM FOR ACCEPTANCE OF TENDER**

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

No.W.496/

Shri/M/s.....

.....

.....

.....

Sir(s),

Name of work :

Tender Notice No: \_\_\_\_\_ Item No: \_\_\_\_

\* \* \* \* \*

I accept the tender offered by you for the above work and agree to pay the rates as per Southern Railway Schedule of Rates, 2008 for Zone \_\_\_\_\_ of \_\_\_\_\_ Division at the rates at par/enhanced/diminished by \_\_\_\_\_ percent/at par in respect of Annexure 'A' and at the rates as entered in Annexure \_\_\_\_\_ (Items not covered by S.O.R.) and lump sum rates for item given in Annexure \_\_\_\_\_. Based on these rates the value of contract works out to Rs.

The agreement for the contract for the above work shall be signed by you within 7 days of receipt of this letter, which is dispatched by registered post acknowledgement due. This letter of acceptance forms part of the Contract documents governing this contract.

Please acknowledge receipt of this letter.

**Chief Administrative Officer/  
Chief Engineer (Construction)  
for and on behalf of President of India**

Place :

Date :

**WITNESSES :**

1 : Signature

Date :

Name:

Address:

2. Signature

Date

Name:

Address:

## PART - B

### ADDITIONAL INSTRUCTIONS & SPECIAL CONDITIONS OF CONTRACT

#### **9.0 PROGRAMME OF WORK:**

- 9.1 Immediately on issue of letter of acceptance of this tender, the Contractor should submit a programme of work showing the activities work wise for completing the whole work within the stipulated period of completion, in consultation with the Executive Engineer-in-charge of the work. If so desired by the Engineer, the Contractor shall submit further programme from time to time, taking into consideration the latest progress achieved till then.
- 9.2 Non-submission of the programme as envisaged above shall entitle Railway to terminate the contract under Clause 62 of the General Conditions of Contract.
- 9.3 This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress, if the above agreed programme(s) are not adhered to within the margin of 10% as envisaged in Clause 62(1)(viii) of the General Conditions of Contract
- 9.4 If the contract is terminated due to the failure of contractor, Railway reserves the right to invite one or more tenders for the completion of balance work separately or combined with other similar work.

#### **10.0 PERFORMANCE GUARANTEE**

The procedure for submitting Performance Guarantee is outlined below :

- a) The successful bidder shall submit a **Performance Guarantee (PG) amounting to 5% of the contract value** in any of the following forms:-
- (i) a deposit of Cash,
  - (ii) Irrevocable Bank Guarantee,
  - (iii) Government Securities including State Loan Bonds at 5 percent below the market value,
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks,
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks,
  - (vi) a Deposit in the Post Office saving Bank,
  - (vii) a Deposit in the National Savings Certificates,
  - (viii) Twelve years National Defence Certificates,
  - (ix) Ten years Defence Deposits,
  - (x) National Defence Bonds, and

Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.



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

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

- b) The Performance Guarantee should be furnished by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within **15 (fifteen) days** after the issue of **LOA** and **Performance Guarantee** should also be submitted within this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c) The **Performance Guarantee (PG)** will be released after the physical completion of the work based on the "Completion Certificate " issued by the Competent Authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit however, will be released only after the expiry of the maintenance period and after passing the final bill based on " No Claim Certificate.
- d) Wherever the contract is rescinded, the security deposit will be forfeited and the **Performance Guarantee** will be encashed and the balance work will be got done independently without risk and cost of the failed contractor. The failed contractor will 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 will 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.
- e) The Engineer will 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 provision 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 will be forfeited in full and will be absolutely at the disposal of the President of India.

10.1 In case the successful contractor fails to start the work and submit the Performance Guarantee within the stipulated time frame, then the Railway administration reserves the right to debar the contractor from participating in Southern Railway-Construction - Tenders for a period of one year.

## 11.0 SECURITY DEPOSIT

- 11.1 The security deposit / rate of recovery / mode of recovery will be as under:-
- a) Security Deposit for the work will be 5% of the contract value,
  - b) The rate of recovery will 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 if the value of contract is less than Rs.50 crores and no other mode of collecting SD such SD in the form of instruments like BG, FD etc., will be accepted towards Security Deposit.
  - d) In case of contracts value of Rs.50 crore and above, irrevocable Bank Guarantee will also be accepted as a mode of obtaining security deposit.

**NOTE : No interest will be payable on the security deposit.**

11.2 The earnest money taken for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful Tenderer/Tenderers within a reasonable time. The earnest money deposited by the Successful Tenderer/ Tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor/s fail to execute the Agreement or start the work within reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

11.3 *Security Deposit will be returned to the contractor after the physical completion of the work as certified by Competent Authority and after the expiry of Maintenance Period and after passing the final bill as certified by the Competent Authority. The Competent Authority shall normally be the authority that is competent to sign the contract. If the Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and the there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate will be required to be submitted by the contractor concerned.*

11.4 *After the work is physically completed, security deposit recovered from the running bills of a contractor will be returned to contractor if he/ they so desires, in lieu of FDR/ irrevocable Bank Guarantee for equivalent amount to be submitted by contractor.*

12.0 **INCOME TAX:**

Income-Tax will be deducted at 2% (Two percent) and also surcharge, if any, at source from each bill, unless otherwise authorized by Income Tax Department.

12.1 **CESS ON COST OF CONSTRUCTION:**

The tenderer for carrying out any construction work in the relevant State(Tamilnadu/Kerala/Karnataka/Andhra Pradesh /Pondichery) must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the relevant State Government and submit certificate of Registration issued from the Registering Officer of the relevant State Government(Labour Department). For enactment of this Act, the tenderer shall be required to pay cess @1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

13.0 **SALES TAX/VAT:**

Sales Tax/VAT on the Works Contracts, as applicable in terms of the concerned State Government Sales Tax/VAT Acts as amended from time to time shall be deducted from the running bills of the contractors for payment to the State Government.The Railway Administration will give a certificate towards the tax deducted at source to enable them to file Sales Tax/VAT Return before the concerned Authorities. No refunds of Sales Tax/VAT deducted at source will be made by Railway. The Sales Tax/VAT elements that might have gone into prices of

various raw materials used by the contractor in the works concerned, distinct from the sales tax deducted as above, will also not be reimbursed by the Railway.

#### 14.0 **EXCISE DUTY:**

Excise duty if any in respect of the above work has to be borne by the contractor and is deemed to be included in the rates quoted by him. No reimbursement of the same will be made by the Railway.

#### 15.0 **MOBILISATION ADVANCE :** **(Applicable only for Advertised Tender value of Rs.10 crore and above)**

15.1 The Tenderer/Contractor may be granted a recoverable interest bearing mobilisation advance upto 10% of the contract value provided he specifically applies for it while tendering. *If the tenderer fails to apply specifically for Mobilisation Advance while giving his offer at the tendering stage in cases where grant of mobilisation advance is permissible, no subsequent requests from him for grant of this advance will be entertained. The rate of interest is 12% per annum.*

15.2 The advance will be granted in two installments viz. 5% of the contract value on signing of the contract agreement and the balance 5% on mobilisation of site establishment, setting up offices, bringing in equipment and actual commencing of work. Each instalment will be released on submission of an irrevocable Guarantee Bond from any Nationalised Bank in a form acceptable to the Railway for the amount of the instalment together with interest charges calculated to the end of the contract period. The tenderer who seeks mobilisation advance should be specific about the course of action proposed to be followed in producing Guarantee bonds to the satisfaction of Railways. Each Guarantee Bond should be at least not less than one lakh rupees. These guarantee bonds shall be returned as and when the value of the advance plus interest is recovered from the running bill.

15.3 The recovery of the advance and interest thereon will be made through the 'on account' bills, pro rata, commencing when the value of the work executed under the contract reaches 15% of the contract value, and completed when the value of the work executed under the contract reaches 85% of the contract value, or the assessed value of the work whichever is less.

15.4 Interest will be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on account bill (through which recovery of principal is effected) and adjusted fully against such on account bills along with pro-rata principal recovery. In the event of any shortfall the same will be carried forward to the next on account bill and will attract interest at **12%**.

15.5 The Bank Guarantee for advance should clearly cover principal plus interest.

**NOTE: The various instruments as listed for the Performance Guarantee (Clause 10) will also be acceptable for Mobilization Advance.**

## **16.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS:**

- 16.1 The drawings for the works can be seen in the office of the Chief Administrative Officer, Construction, Southern Railway, Chennai - 8 and in the office of field Dy.Chief Engineer's office. It should be noted that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of work according to the circumstances without making the Railways liable for any claims on account of such changes.
- 16.2 If there is any variation between the description in the tender and the detailed plans, the Engineer-in-Charge will operate the correct description and his decision is final and binding on the tenderer/ Contractor
- 16.3 The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the schedule. The Tender submitted will be deemed to have been made after such inspection.

## **17.0 DRAWINGS FOR WORKS :**

- 17.1 The percentage rates for the schedule items and itemised rates for the non-scheduled items quoted by the tenderer as may be accepted by the railways will, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.
- 17.2 It should be specifically noted that some of the detailed drawings may not have been finalised by the Railway and will, therefore, be supplied to the contractor as and when they are finalised on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
- 17.3 No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or detailed drawings and design and/or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.

## **18.0 SERVICE ROADS:**

- 18.1 The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the

roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor.

- 18.2 In the event of the contractor forming the service roads where Railway land is not available or can not be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect.

**19.0 SETTING OUT OF WORKS:**

- 19.1 The Contractor shall be responsible for the true and proper setting out of the works for correctness of the position, level, dimensions and alignment of all parts of the work and for provisions of all necessary pegs, reference pillars, instruments, equipments and appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position of levels, dimensions or alignments at any part of the works, the Contractor on being required to do so by the Engineer-in-charge shall at his own expense rectify such errors to the satisfaction of the Engineer-in-charge and he shall carefully protect, preserve, secure all bench marks, site rails, pegs, reference pillars and other things used in setting out of the works.
- 19.2 The Contractor shall have sufficient number of survey instruments such as theodolites, leveling instruments, leveling staff etc., and arrange to set out the alignment at his cost and also establish necessary reference pillars as required and directed by the Engineer. He must set out the location of piers and abutments.
- 19.3 The Contractor must establish sufficient number of bench marks at close intervals as directed by the Engineer-in-charge and take cross sections at specified intervals in the presence of the Engineer or his representative which shall be jointly signed. Necessary level books, will be supplied by the Railway for recording these levels. The Earthwork/ cross sections based on these will be plotted in graph sheets by the Contractor and submitted to the Railway along with the relevant level books and calculations for the quantities of earthwork for necessary check and approval.
- 19.4 The Contractor must take up the work only after submitting the level books, cross section sheets, quantities and after these are finally approved by the Engineer-in-charge. Similarly on completion of the work, necessary cross sections must be taken, plotted in the sheets and the quantity worked out and submitted to the Railway for verification and checking. No extra payment would be made for this and the rates for earthwork are deemed to be inclusive of this.
- 19.5 No separate payment will be made for site clearance or jungle clearance or shrub clearance, brush wood, grass and other obstructions including small trees of girth not exceeding 30cm. ,either in connection with cuttings or banks or bridges etc. and the rates accepted in this contract are deemed to include all such costs except dismantlement of structure if any which will be paid for suitably under BSR.

## **20.0. REGARDING OBSTRUCTIONS:**

- 20.1 Any obstructions such as service lines, water pipe lines, cables, sewerages etc., met with during the progress of the work shall immediately be reported to the Engineer-in-charge and the department shall make necessary arrangements for removal of such obstructions.
- 20.2 If the existing mains are affected during excavation of foundations, Temporary/Permanent arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the Contractor, duly realigning the sewer/water mains, underground cables, etc., at extra cost separately by negotiating rate or shall be got done through separate agencies.
- 20.3 The works shall be carried out without any interference to the normal working of the Railway track and structures.
- 20.4 The Contractor shall be responsible for any loss/damage to Railway and public property or third party's property. If it occurs during the course of execution, the Railway reserves its right to have the damages made good by the Contractor.
- 20.5 The contractor must ensure the safety of labourers engaged by him during the course of execution of work and/or while crossing the track and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the Contractor should bear all the loss and expenditure involved.

## **21.0 WATER SUPPLY**

Special attention is drawn to Clause 31 of the General Conditions of Contract and it is advised for the guidance of the Tenderer/Contractor that there is no possibility of any Railway source for supply of water to their works. The Tenderer / Contractor has to make necessary arrangements for supply of potable water at his own cost for concreting, curing and for any other use. Chemical analysis of water and other ingredients shall be done from time to time as desired by the Engineer-in-charge at the cost of the Contractor.

## **22.0 ELECTRIC SUPPLY:**

Railways do not guarantee supply of electricity to any of the Contractor's works. The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. If however Railway's electricity is available in the vicinity and if the Contractor requests the same to be provided due to compelling circumstances, the Railways at its sole discretion may agree to provide the same on terms and conditions as may be agreed upon between the Railway and the Contractor.

## **23.0 MATERIAL, TOOLS & PLANTS**

- 23.1 The materials that are to be supplied and used for the work by the Contractor should be got approved by the Engineer-in-charge before use / procurement.

23.2 Contractor should make his own arrangements for the required vehicles and/or Earth moving equipments such as poclain, dozers, scrappers, excavators dumpers/tippers, tractors, cranes, lorries, etc., and other tools and plants, machinery like Earth work compacting equipment, equipment for testing soils, road rollers, etc., for the expeditious progress of work and operate them at his own cost with his men and consumable stores

23.3 **Stage Payment for Steel :-** 75% Stage Payment for supply of Steel will be made subject to the following:-

- (i) The material shall be strictly in accordance with the contract ; specifications
- ii) The tender schedule shall provide for individual Non-schedule rate to be quoted by the tenderer for Cement and steel separately ;
- iii) The material shall be delivered at site and properly stored in measurable stacks;
- iv) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time;
- v) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipts and use of material;
- vi) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an Indemnity Bond in prescribed format;
- vii) Before releasing the Stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.;
- viii) Stage Payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work;
- ix) The Price Variation claim for steel would continue to be governed as per extent PV Clause and with reference to delivery at site

23.4 **Stage Payment for Cement :-** 75% Stage Payment for supply of Cement will be made subject to the following:-

- (i) The material shall be strictly in accordance with the contract specifications
- (ii) The tender schedule shall provide for individual Non-schedule rate to be quoted by the tenderer for Cement and steel separately ;
- (iii) The material shall be delivered at site and properly stored in measurable stacks;
- (iv) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time, however at any point of time, the Stage Payment will be restricted to maximum limit of 15% of Scheduled quantity;
- (v) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipts and use of material;
- (vi) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an Indemnity Bond in prescribed format;
- (vii) Before releasing the Stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.;
- (viii) Stage Payment in all such cases shall not be more than 75% of the rate of Cement awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work;
- (ix) The Price Variation claim for Cement would continue to be governed as per extent PV Clause and with reference to delivery at site.

#### **24.0 ANTI LARVAL TREATMENT:**

The Contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway Medical Authority and where the use of insecticides is involved, it shall be made in accordance with the provision of the Act and Rules in this behalf, at the cost of the Contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

#### **25.0 DISPOSAL OF SURPLUS EXCAVATED MATERIALS:**

25.1 The Contractor shall at all time keep the site free from all surplus earth, surplus materials and all rubbish which shall arise from the works and should dispose off the surplus excavated materials as ordered by the Engineer-in-charge failing which it will be done at the cost of the Contractor and cost will be deducted from his dues.

25.2 The Contractor shall within 15 days of completion of entire works remove all unused surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

#### **26.0 DISMANTLING OPERATIONS:**

26.1 Dismantling operations are to be carried out at the sole risk and liability of the Contractor. The Contractor shall take due care to ensure that during dismantling, released materials, debris etc., do not fall down and cause any obstruction to the running track/overhead electric traction or injury to the staff or labourers.

26.2 Released materials and other debris of dismantling should be removed and stacked at places as directed by the Engineer-in-Charge and no extra lead or lift shall be paid on this account.

26.3 All materials shall be stacked sufficiently clear of the tracks and shall remain without any possibility of infringing the minimum fixed structure dimensions. Materials shall also not be unloaded or stacked over signal wires, cables or other gear or any such items to avoid interference to the existing running lines.

#### **27.0 EMERGENCY WORK :**

27.1 In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction, completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may with its own workmen or any other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Chief Engineer/Construction to the contractor.



27.2 *In the event of any accidents/ natural calamities, Railway reserves its right to draft the vehicles and Plant & Machinery of contractors to attend to the emergencies. Hire charges and other costs will be determined by the Engineer-in-charge.*

## 28.0 NIGHT WORK :

28.1 If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order for night working without conferring any right on the contractor for claiming any extra payment for the same.

28.2 The works are to be done during night also if so permitted by the Engineer. Proper lighting arrangements have to be done by the Contractor at the unloading and stacking places during nights.

## 29.0 TRANSPORTATION OF MATERIALS:

29.1 Handing over of materials to Contractor or his nominated representative will be on vouchers and the materials thus issued are to be accounted for by the Contractor and he shall be held responsible for any shortages or breakages till the materials are taken over by the Engineer's representative at the destinations.

29.2 Contractor's special attention is drawn to Chapter V of the "SPECIFICATION FOR MATERIALS AND WORKS 1969", of the Engineering department.

29.3 The Unloading and stacking time will be restricted, if there are goods/special trains running on the section to be crossed during unloading of Rails or any other materials and the Tenderer/Contractor is required to attend to the work within the available restricted time and no claims will be admitted on this account.

29.4 While handling the Materials such as Rails or any other materials care should be taken by the contractor not to break or damage the edges or ends of the Rails and if any damage or breakage occurs to the Ty.Girders/Brige slabs during handling, the contractor shall be solely responsible for the same and the cost of such damage/breakage will be recovered from the contractor.

29.5 Special care should be taken while unloading and handling rails as enumerated below:

(i). Unloading of Rail panels should be done from end unloading rakes with chute arrangements.

(ii). Rails after being unloaded should be kept to rest on foot and not on sides.

29.6 All precautions to ensure safety of workmen must be taken while leading, unloading, stacking and also while leading the materials by road, traffic rules should be strictly followed and the Contractor should indemnify the Railway against any claim due to accidents and unforeseen incidents.

29.7 No extra payment will be made for lift / descent while loading, unloading, leading and stacking of the materials.

### **30.0 CROSSING OF TRACK**

- 30.1 The rate quoted by the tenderer shall be inclusive of any additional labour etc., for leading the material across the running track and no extra wage shall be paid for the same.
- 30.2 All materials shall be stacked sufficiently clear of track and shall remain without any possibility of any infringing the minimum fixed structure dimension Materials shall also not be unloaded or stacked over signal wire, cables, or other gears or any such items to avoid infringement to the existing running track. Machineries and working of machineries shall also not infringe minimum fixed schedule of dimension at any stage or working and restrictions imposed in electrified territory.
- 30.3 The Contractor will also be held responsible for any accident, loss or damage or detention of trains caused due to any lapses on the part of the contractor during the course of work, as observed and decided by the Railway.
- 30.4 Necessary caution order/line block will be arranged by the Railway with the request of the contractor where inevitable.

### **31.0. UNFORESEEN ITEMS OF WORKS :**

In the course of work, any unforeseen item of work, not already covered by the accepted schedule of rates is required to be executed, the same shall be executed at the rates set forth in the "Southern Railway Engineering Department's Schedule of Rates" modified by the tender percentage. Where such items are not contained in the Southern Railway SOR, the rates for the same shall be fixed by mutual agreement, as prescribed in Clause No. 39 of GCC.

### **32.0 MAINTAINING RECORD OF CONSTRUCTION WORK :**

- 32.1 The contractor shall maintain accurate, 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 tests made shall be handed over to the Engineer's representative after carrying out the tests.

#### **32.2 The following registers will be maintained at site by the contractor :**

i Site Order Register :

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked.

ii Cement register :

This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.

iii Steel register :

This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.

iv. Labour register

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

v. Plant and machinery register

This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor

vi. Log book of events

Vii Compaction register

viii. Soil samples test register.

ix. Other registers ordered by the Engineer

**33.0 PRECAUTION TO BE TAKEN WHILE PLYING OF VEHICLES ADJACENT TO RUNNING LINES TO PREVENT ACCIDENT TO TRAINS.**

33.1 No Contractor's lorries or road vehicles shall be operated so as to affect the safety of trains. They should work well outside the moving dimensions.

33.2 All locations, where construction activity is in progress adjacent to existing railway lines, should be cordoned off with proper barricades. The most vulnerable locations shall be barricaded with rail barricades projecting atleast 1m above the ground. At all other locations, barricades of not less than 1.5m height, consisting of bamboo/casuarina poles and supported horizontally by similar bamboo/casuarina poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the centre line of track as directed by the Engineer-in-charge. Contractors will be paid separately for this barricading as per relevant items for the same. Most vulnerable locations will be where the visibility for the train driver is poor, where the curvature of the track is very sharp or any other location as decided by the Engineer-in-charge.

33.3 All the barricades are to be painted or stuck on with red luminous paint/strips at suitable intervals on the barricades.

33.4 The entry to new banks, which run alongside the existing track, should be protected by barriers, which can be closed and opened whenever necessary. No extra payment will be made for providing these barriers and contractor's rates should be inclusive of the same.

- 33.5 Barriers shall also be provided by the Contractor in the case of doublings, particularly at the existing level crossings where there is every possibility of Road vehicles entering the finished formation. These barriers are to be opened only for the movement of Railway contractors' authorised vehicle or other Railway Vehicles. No extra payment will be made for this and Contractor's rates should be inclusive of the same.
- 33.6. Road vehicles employed by the contractor should have the certificate for its road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counseled, certified and are provided with photo Identity Cards.
- 33.7 Wherever the work requires the movement of road vehicle within a distance of 3.5 to 6 m from the center line of the nearest track, such work shall be done only in the presence of Railway employees authorised by the Engineer-in-charge.
- 33.8 The driver of the vehicle shall always face the track. When reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.
- 33.9 All work sites shall be supervised by the contractor's representative as also a representative of the Railway Organisation. Whenever work of plying road vehicle within 6 m zone is actually in progress, Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorised to carry out these duties. Authorisation will be issued to the individuals, by the representative of the Engineer-in-charge. One Railway's supervisor will monitor the availability and alertness of the lookout men. In case of non-availability of lookout men, this Railway's supervisor shall stop further activities of plying of road vehicles. Even if no work is executed in the night, Lookout men shall patrol the beat as identified by the representative of the construction organisation to ensure the safety of the running trains, especially from any infringement.
- 33.10 Representative of the Engineer-in-charge of the Construction organisation will be responsible for the general superintendence and deployment of lookout men and supervisors at each work site.
- 33.11 Working along side the track during night hours is normally prohibited. Such work can be done in the night only with the written permission of the Engineer-in-charge of the construction activity. Where night work is permitted, lighting of the work site as required should be done.
- 33.12 The Contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the look out for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so

as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention.

- 33.13 The Contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other directions of any look out men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard.
- 33.14 Any breach of these conditions by the Contractor and/or his agents affecting the safety of movement of trains, engines, or other rolling stock of the Railway, shall constitute a breach of contract by the Contractor entailing liability for termination of contract for default on the part of the contractor.
- 33.15 The Contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Railway property and passengers.

#### **34.0 CONTRACTOR'S LABOUR :**

- 34.1 Bonded Labour System (Abolition) Ordinance 1975 would apply to the present contract. The Contractor shall duly observe the provisions thereof.
- 34.2 Contractor shall employ the following minimum technical staff during the execution of this work.
- a. One Graduate Engineer when the cost of the work to be executed is Rs.15 lakhs and above.
  - b. One qualified diploma holder when the cost of the work to be executed is more-than Rs.5 lakhs but less than Rs.15 lakhs.
- 34.3 Contractor should also maintain a site office at his own cost where he or his authorized representative would be available for taking instructions and discussions. In addition, technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of **Rs.15000/- (Rupees Fifteen Thousand only)** for each month of default in case of Graduate Engineer and **Rs.12000/- (Rupees Twelve Thousand only)** for each month of default in case of Diploma holder.
- 34.4 **In case of track linking works, the contract should also engage a Retired Permanent Way Mate (technical) or above grade to supervise track linking works till completion of maintenance period. In case, contractor fails to**

**employ the above said staff, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.10,000 (Rupees Ten Thousand) each month for the period of default.**

34.5 The decision of the Engineer-in-charge as to the period for which the required technical staff is to be employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

**35.0 SAFETY OF LABOUR:**

35.1. The contractor must ensure the safety of labourer engaged by him during the course of execution of work and/or while crossing the track. The railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss and the expenditure involved.

35.2 The contractor will have to make his own arrangement for a sharp look out for train approaching the work spot and warning the labour working on the track sufficiently in advance.

**36.0 PENALTY DUE TO UNSAFE WORK:**

36.1 In the event of accident at the work site, on account of contractor's negligence or the negligence of his men, penalty upto an upper limit of the 10% of the total cost of the work shall be imposed on the contractor.

36.2 Railway administration reserve, the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident, without giving any further notice/notices to the contractor.

36.3 In the event of contractor not completing the work or leaving it unsafe at the end of the day's work, on account of which a speed restriction has to be imposed, the track shall be attended to immediately at the contractor's cost without any further notice. In addition to the labour cost recoverable from the contractor, supervision charges @ 12.5% and train detention charges @ Rs.2000/- every half hour or part thereof shall be recovered.

36.4 In the event of contractor starting the job without proper supervision, causing an accident, he may be prosecuted under Railway Act for unlawfully interfering with the Railway track and the contractor should bear the actual losses, compensation with damages to the Railway property. In additional penalty of Rs.20,000/- for every such case shall be leviable on the contractor.

**37.0. HIRING OF RAILWAY'S PLANT, MACHINERY ETC.**

37.1 The Railway not being bound for supply of any plant and machinery whatsoever to the contractor may, if the circumstances permit, give to the contractor on hire for use in execution of the work and such plant and machinery as are available, provided the contractor applies for them and gives in writing his acceptance of the rate and terms of hire charges. The plant and machinery will be normally made over at the nearest construction stores depot and they will have to be transported at the contractor's cost to

the work spot and returned to the same construction depot after the work is over.

- 37.2. The period of hire of the plant and machinery will be from the date of their handing over to the contractor to the date of their return by the contractor, both days inclusive except for the days the plant remains out of order for reasons beyond the control of the contractor or stops for periodical overhauling as certified by the Engineer-in-charge, in both cases. The contractor is entirely responsible for the safety and proper upkeep of such machinery and plant while in his custody.
- 37.3. Where the Railway is satisfied that the contractor has got the requisite organisation for operation and maintenance of these plants, the hire terms would exclude the consumable stores, operation charges, etc., in which case the contractor shall undertake to do these things himself at his own cost outside the rates and terms of hire.
- 37.4. Where the Railway is not satisfied with the contractor's ability to maintain and operate the plant, the hire terms shall include in the hire charges, the cost of consumable stores and operation charges, etc.
- 37.5. Railway may give on hire to the contractor such materials as rails, steel cribs and released B.G./M.G. wooden sleepers, if available, for use in execution of the work at the nearest Construction Stores Depot, provided the contractor applies for them and give in writing his acceptance of the rate in terms of hire charges. The Contractor shall take over and transport the same to the site of work at his own cost and also take all reasonable care of such materials and shall be responsible for all damages or loss.
- 37.6. The contractor shall sign accountable receipt for such plant & machinery/materials made over to him by the Engineer and on completion of the work shall hand over the same to the Engineer at the same Construction Depot in good order, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage thereto.
- 37.7. Hire charges as fixed by the Railway Administration for various materials/plant and machinery during the currency of the contract will be based in terms of the market rates prevailing on that date of hire and shall be final and binding on the Tenderer/ Contractor. The above hire charges shall include storage charges, freight and incidental charges, supervision charges, repair and maintenance charges, depreciation charges, contingencies special repair and maintenance charges (in case of machinery and plant) etc.,
- 37.8. The extent of recovery towards compensation for the loss or wear or damage to the materials/machinery and plant other than fair wear and tear, shall be decided upon by the railway, depending upon the merits of each case and the decision of the engineer shall be conclusive and final.
- 37.9. In case materials/tools and plant / plant and machinery issued to the contractor, issued on hire or supply, are not returned in perfectly good condition, after completion/ termination of the contract, the recovery will be effected at 1.5 times the cost of procurement inclusive of freight, which will be in addition to the hire charge (in case of materials issued on hire).

### **38.0 CONTRACTORS RESPONSIBILITIES FOR TEMPORARY WORKS AND MATERIALS :**

- 38.1 The contractor shall from time to time, provide at his own cost all dams, coffer dams, earthen ramps, embankments and all other temporary work of whatever nature and temporary materials necessary for the construction, completion and maintenance of works which are the subject of the contract and shall from time to time submit for the information of the Engineer drawings showing the details the type and construction of the temporary dams, coffer dams, bridges, embankments and other works which he propose to adopt and employ them and during the progress of the works he shall if so directed by the Engineer, furnish particulars and drawings of any other temporary works and details or any other temporary materials in use or contemplated to be used by him.
- 38.2 He shall be entirely responsible for the sufficiency, security and safety of all dams, coffer dams, bridges, embankments, temporary railway connections and other temporary works or temporary materials which he may construct and/or employ and for all claims for damages to property or injury to persons arising out any failure or accident to such dams, coffer dams, bridges, embankments or other temporary works, or temporary materials from whatever cause such damage, injury, failure or accident may arise or happen and shall replace, construct, repair and maintain, the whole of such dams, coffer dams, bridges, embankment or other temporary works or temporary materials till such time they are certified by the Engineer to be no longer required for the purpose of this contract.
- 38.3. The contractor shall before handing over the works or part thereof to the Railway dismantle and remove all temporary works and temporary materials, but such removal shall not be effected without the previous written approval of the Engineer and the contractor shall comply with the directions (if any) given by him as to the method or removal and/or disposal.

### **39.0 NOTICE TO PUBLIC BODIES:**

The contractor(s) shall give to the Municipality, Police and other authorities, all notices that may be required by law and obtain all requisition licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc., required at night.

### **40.0. SUPPLY OF MATERIALS BY THE CONTRACTORS**

- 40.1. Materials used in the work by the contractor shall conform to the Southern Railway Standard specifications and the relevant BIS/I.R.S specifications, and should be approved by the Engineer-in-charge before utilizing them on works.
- 40.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.



40.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work

#### **41.0. PERIOD OF COMPLETION :**

41.1 The works are required to be completed within the time period stipulated in the special conditions of contract. The work is deemed to commence from the date of issue of letter of acceptance. Time is the essence of the contract. The contractor/s will be required to maintain speedy and required progress to the satisfaction of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and / or Clause 62 of the General Conditions of Contract.

41.2 The Clause 17(B) and General Conditions of Contract provides for recovery of liquidated damages from the contractor for delay in completion of work. However while granting the extension to the currency of contract under clause 17(B) of General Conditions of Contract, the Competent Authority may also consider levy of token penalty as deemed fit based on the merit of the case.

#### **42.0. MAINTENANCE PERIOD**

S.No.	Description of Works	Period Of Maintenance
1.	Construction of new Buildings, Bridges, Platforms, Shelters etc.,	3 months
2.	Repairs to Buildings, Bridges	1 month
3.	Track laying works - Manual/Machine	2 months
4.	Track maintenance works	1 month
5.	Major earth work	6months or 1 monsoon
6.	Repairs to formation, formation treatment, Cuttings and banks, Cess repairs	2 months

#### **43.0 VARIATION IN QUANTITIES:**

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

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

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

- 43.4 When the gross value of the work to be executed is likely to increase in excess of 25% of the original value of the agreement, the Contractor should notify the Engineer-in-Charge at least **THIRTY DAYS** before such necessity arises.
- 43.5 Individual Non-Schedule items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
- 43.6 In case, increase in quantity of an individual non-schedule item by more than 25% of the agreement quantity is considered as unavoidable, the same can be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable by Railways, negotiations will be held with the contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.
- 43.7 The limit for varying quantities for minor value items will 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.
- 43.8 No such quantity variation limit will apply for foundation items.
- 43.9 As far as Schedule of Rates items are concerned, the limit of 25% would apply to the value of Schedule of Rates 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.

#### **44.0 VITIATION CLAUSE:**

- 44.1 In the event of Vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.
- 44.2 Vitiation as above shall be worked out as a whole for Agreement including all variations in quantities.

#### **45.0 PRICE VARIATION CLAUSE :**

***Applicable for advertised tender value exceeding Rs.50 lakhs.***

- 45.1 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 (Unless otherwise expressly stated elsewhere in the tender conditions) on account of fluctuation in market rates, increase in Taxes/any other levies/tolls etc., except that payment/recovery for overall market situation shall be made as per price variation clause given in para below: -
- 45.2 No cognizance will be given for any sort of fluctuations in taxes and other market conditions etc., (Unless otherwise expressly stated elsewhere in

the tender conditions) 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.

45.3 (i) Adjustments for variation in prices of materials, labour, fuel shall be determined in the manner prescribed below:-

45.3 (ii) The percentage of labour components, material components, fuel components, etc. in various types of works will be:-

**For Earthwork**

Labour Component	50%
Other materials component	15%
Fuel Component	20%
Fixed Component	15% *

**For Buildings, Bridges, etc.,**

Labour Component	30%
Other materials component	25%
Fuel Component	15%
Fixed Component	30% *

*\* Fixed Component will not be considered for any price variation.*

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

45.3 (iv) The amount of variation in price in the several components (Labour, materials etc.) shall be worked out by the following formulae:-

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

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

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

L = Amount of Price Variation in Labour

M = Amount of Price Variation in materials.

U = Amount of Price Variation in fuel

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 Contractor's (such payment will be indicated in the Contractor's offer).

Io= Consumer price index number for Industrial workers - All India -- Published in RBI Bulletin for the base period.

I = Average consumer price Index number for Industrial workers -- All India -- Published in RBI Bulletin for the three months of the quarter under consideration.

Wo= Index Number of wholesale prices -- By groups and Sub-groups -- All Commodities -- as published in the RBI Bulletin for the base period.

W = Average Index Number of wholesale prices -- By Groups and Sub Groups -- All Commodities -- as published in the RBI Bulletin for the three months of the quarter under consideration.

Fo= Index Number of wholesale prices - By Groups and Sub-groups for Fuel, Power, Light and Lubricants as published in the RBI Bulletin for the base period.

F = Average Index Number of wholesale prices -- By Groups and Sub Groups for fuel, power, light and lubricants as published in the RBI Bulletin for the three months of the quarter under consideration.

P = % of Labour Component, Q = % of Materials Component.,

Z = % of Fuel Component.

#### 45.3 (v)(a) **For Steel:**

The formula for calculating the amount of variation on account of variation in prices of Steel would be as indicated below:

- $M_s = Q \times (B_s - B_{s0})$  where  
 $M_s$  = Amount of price variation in Steel Payable/ Recoverable  
 $Q$  = Weight of steel in tonnes supplied by the contractor as per the on account bill for the month under consideration.  
 $B_s$  = SAIL's (Steel Authority 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.  
 $B_{s0}$  = SAIL's ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

#### 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 will be 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/Fe500.
2.	All types and sizes of angle.	Angle 65 x 65 x 6 mm IS 2062 E250A SK.
3.	All types and sizes of plates.	PM Plates above 10-20 mm IS 2062 E250A SK.
4.	All types and sizes of channels and joists.	Channels 200 x 75 mm IS 2062 E250A SK.
5.	Any other section of steel not covered in the above categories and excluding HTS.	Average of price for the 3 categories covered under Sl.No.1, 2, 3 above.

- (ii) The prevailing ex-works price of steel per tonne as on 1<sup>st</sup> of every month for the above categories of steel as advised by Railway Board (based on the rate received from SAIL authorities) would be considered for this purpose.

#### 45.3 (v)(b) **For Cement:**

The formula for calculating the amount of variation on account of variation in prices of Cement would be as indicated below:

- $M_c = R \times (W_c - W_{c0}) / W_{c0}$  where  
 $M_c$  = Amount of price variation in cement.  
 $R$  = Value of Cement supplied by Contractor as per on account bill in the quarter under consideration.  
 $W_c$  = Index No. of wholesale price of subgroup as published in RBI Bulletin for the base period.  
 $W_{c0}$  = Index No. of wholesale price of subgroup as published in RBI Bulletin for the first month of the quarter under consideration.

**NOTE:** The Index number for the base period will be the Index Number as obtained for the month of opening of the tender and the quarter will commence from the month following the month of opening of tender. The month of opening of tender referred in the previous sentence shall be replaced by the "Month of opening of the concerned negotiated offer" in the event of accepting the tender by the Railway on the basis of negotiated offer. 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 is made to the Contractor in a quarter, the adjustment, if required shall be made in each bill.

45.3 (vi) The bills for variation in prices shall be allowed on the basis of provisional indices made available by the Reserve Bank of India. Any further adjustments needed to be done based on the finally published indices shall be made as and when they become available or in the final bills.

45.3 (vii) There will be no lower/ upper ceiling limit for Price variation.

#### **45.4 PRICE VARIATION DURING EXTENDED PERIODS OF CONTRACT:**

Price variation is payable / recoverable during the extended period of the contract, provided the price variation clause was part of the original contract and the extension has been granted on administrative ground (i.e. under Clause 17 A (i) (ii) and (iii) of 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".

#### **46.0 KNOWLEDGE OF SAFETY RULES**

The contractor's executives/supervisors should have adequate knowledge of safety rules while working adjacent to Railway line. If necessary the contractor will be asked to nominate the supervisors for any training which is organized by the Railways and the expenditure towards training will be borne by the Contractor.

#### **47.0 JOINT VENTURE**

**(Applicable for Advertised Tender value exceeding Rs. 5 crores)**  
**GUIDELINES AND CONDITIONS FOR JOINT VENTURE :**

- 1 Following stipulations shall be applicable for joint venture (JV) of firms (hereinafter called JV):
  - 1.1 Separate Identity/name should be given to the Joint Venture firm.
  - 1.2 Number of members in a JV firm shall not be more than three if the work involves only one department(say Civil or S&T or Electrical) and shall not be more than five if the work involves more than one Department.
    - 1.2.1 One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms more than three members. In case of JV with Foreign member(s), the lead member has to be an Indian firm with a minimum share of 51% as a whole in JV firm.

- 1.3 A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- 1.4 The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member. Normally EMD shall be submitted only in the name of JV and not in the name of constituent member. However, in exceptional cases EMD in the case of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the Name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed EMD submitted by JV firm.
- 1.5
- i) A copy of Memorandum of Understanding as per the format in "Form : JV/3" shall be submitted along with tender. No JV will be accepted after submission of the tender bid. Failure to do so will be treated as breach of contract with consequent liability and damages. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc., particularly with reference to financial technical and other obligations shall be furnished in the MOU.
  - ii) Once the tender is submitted the Memorandum of Understanding shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with the above stipulation, the full Earnest Money amount shall stand forfeited in favour of the Railways. In case of successful tenderers the validity of this MOU shall be extended till the currency of the contract expires.
  - iii) Approval for change of constitution of JV firm shall be at the sole discretion of the Employer(Railways). The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc., and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid. Similarly, after the contract is awarded to the JV firm, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc., and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall deemed to be breach of contract with all consequential penal action as per contract conditions.
  - iv) In case of award of tender to JV, a single Performance Guarantee will be required to be submitted by JV firm as per tender conditions.
  - v) It shall be noted that for all the guarantees related to the contract like performance Guarantee, Bank Guarantee for Mobilisation Advance, Machinery Advance etc. shall be accepted only in the name of JV firm and no splitting of guarantees amongst the members of the JV firms shall be permitted.
- 1.6 **Memorandum of Understanding and Agreement for Joint Venture**
- i) The Memorandum of Understanding between JV Partners shall be submitted along with the tender document as per the format in "Form : JV/3"

- ii) On issue of LOA, an agreement amongst the members of JV firm(to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted to the railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest money deposit(EMD) shall be forfeited and other penal actions due shall be taken against the partners of the JV and the JV. The draft format of Joint Venture Agreement shall be as per "Form : JV/4".
- iii) **Authorised Member:** Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement book and similar such action in respect of the said tender/contract. This authorization shall be with further stipulation that it shall be valid for the entire period of the completion / extended period of the work including maintenance period. All notices/ correspondences with respect to the contract would be sent to this authorized member of the JV firm.
- iv) The Joint Venture Agreement should invariably contain Clauses related to following subject/issues in the manner specified herein below.
  - a) **Joint & Seveal Liability:**  
The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer(Railways) for execution of the project in accordance with the general and special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
  - b) **Duration of the Joint Venture Agreement:**  
It shall be valid during the entire currency of the contract including the period of extension if any, and the maintenance period after the work is completed.
  - c) **Notices and correspondences**  
All notices/ correspondences with respect to the contract would be sent to this authorized member of the JV firm.
  - d) **Governing Laws:**  
The Joint Venture Agreement shall be in all respect be governed by and interpreted in accordance with Indian Laws.
  - e) All the members of the JV shall certify that they are not black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity or the JV firm or partnership firm in which they were/are members/partners.



- f) **Assignability:**  
No member of the Joint Venture firm shall have the right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Employer(Railways) in respect of the said tender/contract.

- g) **Execution on Non-Judicial Stamp Paper:**

The Joint Venture Agreement must be on Non-judicial Stamp paper of Rs.100/- or as per Stamp Act of the concerned State where agreement has been executed.

**1.7 Documents to be enclosed at the time of tender submission:**

- i) The attested copies of documents in support of the Joint Venture should be submitted.
- ii) In case of one or more parties to the Joint Venture Agreement are Partnership firm/s, the following documents should be enclosed.
- a) Notary certified copy of Partnership Deed.
- b) Consent of all the partners of the partnership firm authorizing one of the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value(in original)
- b) Power of Attorney for authorized signatory of JV partners as per "Form : JV/1"
- c) Power of Attorney in favour of one of the partners to act as lead partner of Joint Venture, as per "Form : JV/2"
- iii) In case one or more members is/are Proprietary firm or HUF: the following documents should be enclosed. Affidavit on Stamp paper of appropriate value declaring that his concern is a Proprietary concern and he is sole proprietor of the concern OR he is in position of "KARTA" of Hindu Undivided Family and he has authority, power and consent given by other co-partners to act on behalf of HUF.
- iv) In case one or more members is/are limited companies, the following documents shall be submitted.
- Notary certified copy of the resolutions of the Directors of the Company, permitting the company
- a) Of entering into the Joint Venture Agreement.
- b) Of authorizing Managing Director/One of the Director/Manager of the company to sign the Joint Venture Agreement.
- c) Of authorizing MD/Director/Manager or any other person to sign all other documents, contracts, agreements etc and create liability against the company and/or to do any other act on behalf of the company.
- v) Copy of Memorandum and Articles of Association of the Company.
- vi) Power of Attorney(duly registered as per prevailing law) by the Company authorizing the person to do / act mentioned in the para 1.7.

**1.8 Credentials:**

Technical and financial capacity of the JV shall be adjudged based on satisfactory fulfillment of the below mentioned clauses.

**A Credentials and Qualifying Criteria :**

**i. Technical Eligibility Criteria :  
Execution of single similar nature of work:**

The Partners of JV put together must have satisfactorily completed in the last three financial years (i.e. current financial year and three previous financial years) up to the date of opening of tender -

a) One similar single work for a minimum value of 35% of advertised tender value.

or

b) Two similar single works each for a minimum value of 20% of advertised tender value.

or

Three similar single works each for a minimum value of 15% of advertised tender value.

**Note : 1. *Single similar works need not have been completed by one JV partner only and the similar single works completed by different JV partners will also be considered.***

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

**ii. Financial Eligibility Criteria:**

The contractual payments received by the Joint Venture firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial years and the current financial year up to the date of opening of tender shall be atleast 150% of the estimated value of the work as mentioned in the tender.

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

**B *The Joint Venture shall qualify in all items of "Essential qualifying Criteria" to get short-listed.***

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