



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

Handbook on e - tendering

February- 2019



Maharajpur, Gwalior (M.P.) - 474005

भूमिका

आज के समय में सभी विभागों में टेंडर की पुरानी प्रक्रिया समाप्त कर E-tendering प्रक्रिया की शुरुआत की गयी है। भारतीय रेल्वे के सभी विभागों में भी विभिन्न ठेके के कार्यों E-tendering प्रक्रिया शुरू की जा चुकी है। कैमटेक ने यह हस्तपुस्तिका रेल्वे के समस्त विभागों को E-tendering प्रक्रिया की जानकारी उपलब्ध कराने हेतु तैयार की है। इस हस्तपुस्तिका में दी गई सावधानियाँ एवं नियम आर.डी.एस.ओ. द्वारा जारी किये गये दिशा निर्देशों तथा विभिन्न रेल्वे से प्राप्त सुझावों के अनुसार हैं। हम आर. डी. एस. ओ., लखनऊ, एवं CRIS (IREPS- Application) एवं रेल्वे बोर्ड के अत्यधिक आभारी हैं जिन्होंने इस हस्तपुस्तिका को बनाने में हमारी सहायता की है।

चूंकि तकनीकी उन्नयन एवं शिक्षण एक क्रमिक प्रक्रिया है, अतः इस हस्तपुस्तिका में आप कुछ जोड़ने या सुधारने की आवश्यकता महसूस कर सकते हैं। यदि ऐसा है तो कृपया अपने सुझाव हमें ईमेल dirtsntcamtech@gmail.com पर भेजें अथवा इस पते पर लिख भेजें : भारतीय रेल, उच्च अनुरक्षण प्रौद्योगिकी केंद्र, होटल आदित्याज के सामने, एयरपोर्ट मार्ग, महाराजपुर, ग्वालियर (म. प्र.).

कैमटेक, ग्वालियर
दि.: 27.02.2019

दिनेश कुमार यादव
निदेशक (संकेत एवं दूरसंचार)

PREFACE

Nowadays E-tendering process has been started in all departments by discontinuing the old process of tendering. E-tendering process has also been started in Indian railways for various contractual works. CAMTECH has prepared this handbook to provide information on E-tendering process to all departments of railways. The precautions and rules given in this manual are according to the guidelines issued by RDSO and suggestions received from various railways. We are extremely grateful to RDSO/ Lukhnow, CRIS (IREPS- Application) and the Railway Board who have helped us in preparing this handbook.

Since technological up gradation and learning is a continuous process, you may feel the need for some addition/modification in this handbook. If so, please give your comments on email address dirtsntcamtech@gmail.com or write to us at Indian Railways Centre for Advanced Maintenance Technology, In front of Adityaz Hotel, Airport Road, Maharajpur, Gwalior (M.P.).

CAMTECH Gwalior
Date: 27.02.19

D.K.M.Yadav
Director (S&T)

प्राक्कथन

आज के समय में सभी विभागों में टेंडर की पुरानी प्रक्रिया समाप्त कर E-tendering प्रक्रिया की शुरुआत की गयी है। भारतीय रेलवे के सभी विभागों में भी विभिन्न ठेके के कार्यों E-tendering प्रक्रिया शुरू की जा चुकी है। कैमटेक ने यह हस्तपुस्तिका रेलवे के समस्त विभागों को E-tendering प्रक्रिया की जानकारी उपलब्ध कराने हेतु तैयार की है।

मुझे विश्वास है कि यह हस्तपुस्तिका निश्चित रूप से भारतीय रेल के सभी विभागों में E-tendering हेतु उपयोगी सिद्ध होगी।

कैमटेक, ग्वालियर
दिनांक: 26.07.18

दिनेश कुमार यादव
निदेशक (संकेत एवं दूरसंचार)

FOREWORD

Nowadays E-tendering process has been started in all departments by discontinuing the old process of tendering. E - tendering process has also been started in Indian railways for various contractual works. CAMTECH has prepared this handbook to provide information on E-tendering process to all departments of railways.

I am sure that this handbook will certainly prove to be useful for E - tendering in all departments of Indian Railways.

CAMTECH Gwalior

Date: 26.07.18

D.K.M.Yadav

Director (S&T)

डिस्क्लेमर

यह स्पष्ट किया जाता है कि इस हस्तपुस्तिका में दी गयी जानकारी सिग्नल इंजीनियरिंग मैनुअल, रेलवे बोर्ड प्रकाशनों तथा आर डी एस ओ प्रकाशनों के किसी भी वर्तमान आलेखों को विस्थापित नहीं करती है। यह दस्तावेज वैधानिक नहीं है वरन इसमें दिए गए निर्देश केवल मार्ग दर्शन हेतु हैं। यदि किसी बिन्दु पर विरोधाभास दृष्टीगोचर होता है, तब सिग्नल इंजीनियरिंग मैनुअल, रेलवे बोर्ड प्रकाशनों, आर डी एस ओ मार्गदर्शन अथवा जोनल रेलवे के निर्देशों का पालन करें।

DISCLAIMER

It is clarified that the information given in this handbook does not supersede any existing provisions laid down in the Signal Engineering Manual, Railway Board and RDSO publications. This document is not statutory and instructions given are for the purpose of guidance only. If at any point contradiction is observed, then Signal Engineering Manual, Railway Board/RDSO guidelines may be referred or prevalent Zonal Railways instructions may be followed.

हमारा उद्देश्य

अनुरक्षण प्रौद्योगिकी और कार्यप्रणाली का उन्नयन करना तथा उत्पादकता और रेलवे की परिसम्पत्ति एवं जनशक्ति के निष्पादन में सुधार करना जिससे अंतर्विषयों में विश्वसनीयता, उपयोगिता और दक्षता प्राप्त की जा सके।

OUR OBJECTIVE

To upgrade Maintenance Technologies and Methodologies and achieve improvement in Productivity and Performance of all Railway assets and manpower which inter-alia would cover Reliability, Availability and Utilisation.

यदि आप इस सन्दर्भ में कोई विचार और सुझाव देना चाहते हैं तो कृपया हमें इस पते पर लिखें :

संपर्क सूत्र : निदेशक (संकेत एवं दूरसंचार)
पत्राचार का पता : भारतीय रेल उच्च अनुरक्षण प्रौद्योगिकी केंद्र,
महाराजपुर, ग्वालियर (म. प्र.) पिन कोड 474005
टेलीफोन : 0751-2470185
फैक्स : 0751-2470841
ई-मेल : dirtsntcamtech@gmail.com

If you have any suggestion & any specific comments, please write to us:

Contact person : Director (Signal & Telecommunication)
Postal Address : Centre for Advanced Maintenance Technology, Maharajpur,
Gwalior (M.P.) Pin Code – 474 005
Phone : 0751 - 2470185
Fax : 0751 – 2470841
Email : dirtsntcamtech@gmail.com

कैमटेक प्रकाशन CAMTECH Publications

CAMTECH is continuing its efforts in the documentation and up-gradation of information on maintenance practices of Signalling & Telecom assets. Over the years a large number of publications on Signalling & Telecom subjects have been prepared in the form of handbooks, pocket books, pamphlets and video films. These publications have been uploaded on the internet as well as railnet.

For downloading these publications

On Internet:

Visit www.rdso.indianrailways.gov.in

Go to *Directorates* → *CAMTECH* → *Publications for download* → *S&T Engineering*

On Railnet:

Visit RDSO website at 10.100.2.19

Go to *Directorates* → *CAMTECH* → *Publications* → *S&T Engineering*

A limited number of publications in hard copy are also available in CAMTECH library which can be got issued by deputing staff with official letter from controlling officer. The letter should be addressed to Director (S&T), CAMTECH, Gwalior.

For any further information regarding publications please contact:

Director (S&T) – 0751-2470185 (O)(BSNL)

SSE/Signal - 7024141046 (CUG)

Or

Email at dirtsntcamtech@gmail.com

Or

FAX to 0751-2470841 (BSNL)

Or

Write at

Director (S&T)


Indian Railways Centre for Advanced Maintenance Technology,

In front of Hotel Adityaz, Airport Road, Maharajpur,

Gwalior (M.P.) 474005

The logo for CRIS, consisting of the letters 'CRIS' in a blue, stylized, sans-serif font. The letters are slightly spaced out and have a subtle shadow effect.

CRIS

A large, blue, arrow-shaped graphic pointing to the right, positioned on the left side of the page. It is partially overlaid by a dark blue vertical bar.

Getting Your System Ready for IREPS Application

A dark blue vertical bar running down the left side of the page, partially overlapping the blue arrow graphic.

Version 2.0

Release Date: 25.10.2018

	AUTHOR
NAME	Rajesh Abrol
DESIGNATION	GM/VIMS/CRIS

Revision History:

VERSION NO.		RELEASE DATE	AUTHOR	SECTION/ PAGE CHANGED	DETAILS OF CHANGES	REVIEWED BY
FROM	TO					

Table of Contents

#		Topic	Page Number
1.		System Requirements	
	1.1	Hardware and Suggested Configuration	3
	1.2	Software	3
	1.3	Digital Signing Certificate (DSC)	3
	1.4	Internet Connectivity	3
		Know Your System (Computer) Properties	4
2.	2.1	Operating System and Processor Type	4
	2.2	Internet Browser version	5
	2.3	Compatibility View Settings	6
3.		Java Runtime Environment (JRE)	8
	3.1	Downloading & Installation	8
	3.2	Configuring Java Security Settings	10
4.		Digital Certificate	11
	4.1	Exporting Public Key	11
	4.3	Find out whether your Digital certificate is DSC or DEC	17
5.		PDF Reader	20
	5.1	Download PDF reader	20

1. System Requirements

1.1. Hardware and Suggested Configuration

- Computer / Laptop with Processor – Intel Pentium i3/i5/i7 or equivalent, RAM- 4 GB or more

1.2. Software

- **Operating System:** Windows – Version 7 or Later
- **Browser:** Internet Explorer - Version 10 or Later
- **JRE (Java Runtime Environment)** - Latest Update (Free download)
- **Token Driver for Digital Signing Certificate** (Provided by supplier of DSC)

1.3. Digital Signing Certificate (DSC)

1.3.1. **Vendors / Contractors:** Class III with Organization Name

1.3.2. **Railway / Departmental users:** Class II with Organization Name

- ✚ **DSCs in which the Organization name is not mentioned, or Personal is mentioned in Organization name will not be accepted.**

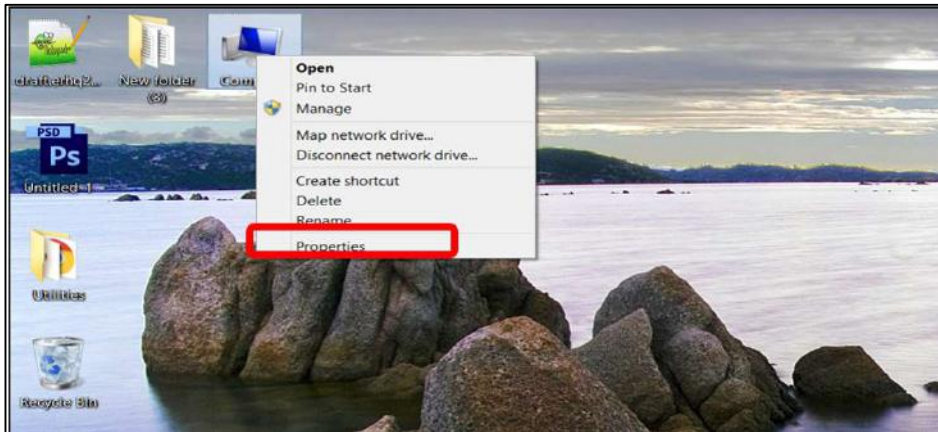
1.4. Internet Connectivity (Recommended Connection Speed- 2 Mbps per user)

2. Know your System Properties

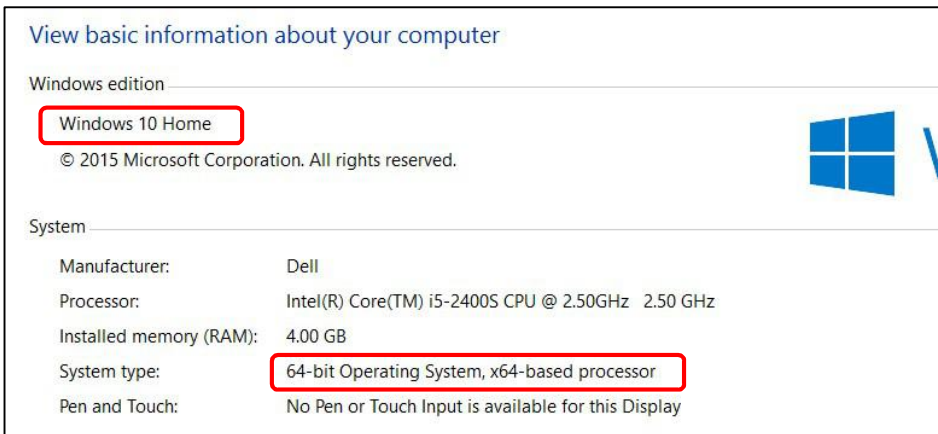
2.1. Operating System and Processor Type

Please look for the icon named ‘My Computer’ or ‘Computer’ or ‘This PC’ on your computer screen.

- ✚ If My Computer, Computer or This PC icon is not available on your desktop, right click on any empty area of the desktop and select Personalize. In the new window that opens, choose Desktop icons from the next left navigation bar, and in the next window tick on the checkbox next to Computer. The Computer or This PC icon should now be visible on the Desktop.



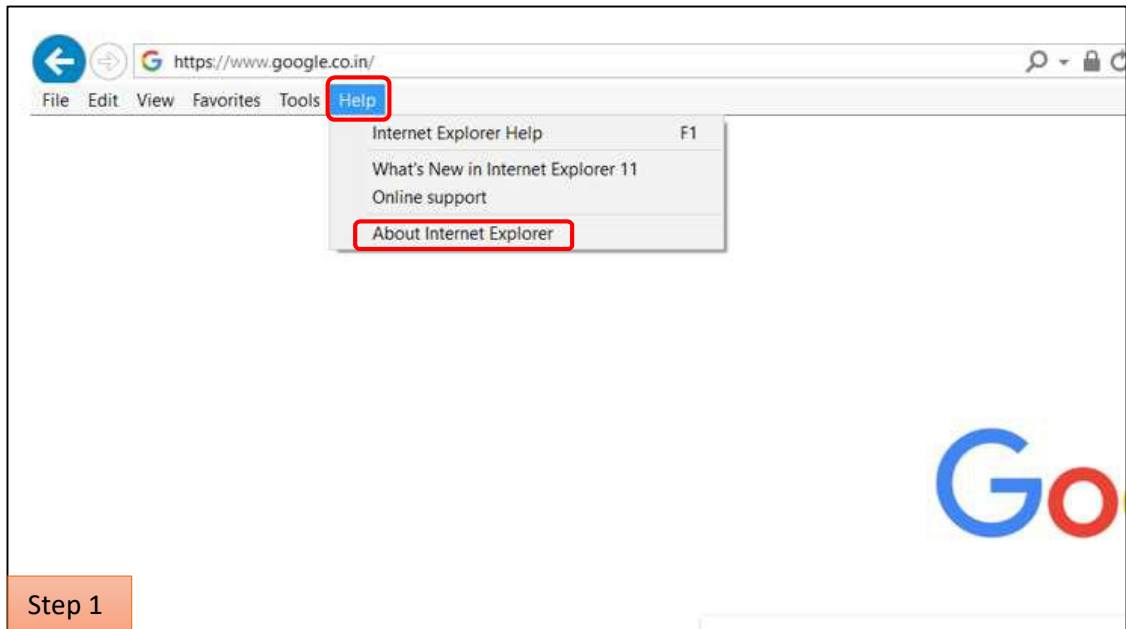
Right Click on this icon, and in the Menu Options click on Properties. The new window that opens shows the operating system (Windows edition- Windows Vista, 7, 8, 8.1 or 10 etc.), and the System Type (32 bit system or 64 bit system). The screen shot below shows the operating system as Windows 10 Home, and the System Type as 64 bit Operating system).



- ✚ Please note down this information before contacting helpdesk if you are have any problem related to running of the IREPS Application.

2.2. Internet Browser version

To find out the version of Internet explorer installed on your computer, open Internet Explorer and click on the **Help** tab in the **Menu Bar**, and then click on **About Internet Explorer**. If the Menu bar is not visible on your Internet Explorer window, right-click anywhere on the title bar of internet explorer window and select Menu bar option.



Step 1



Step 2

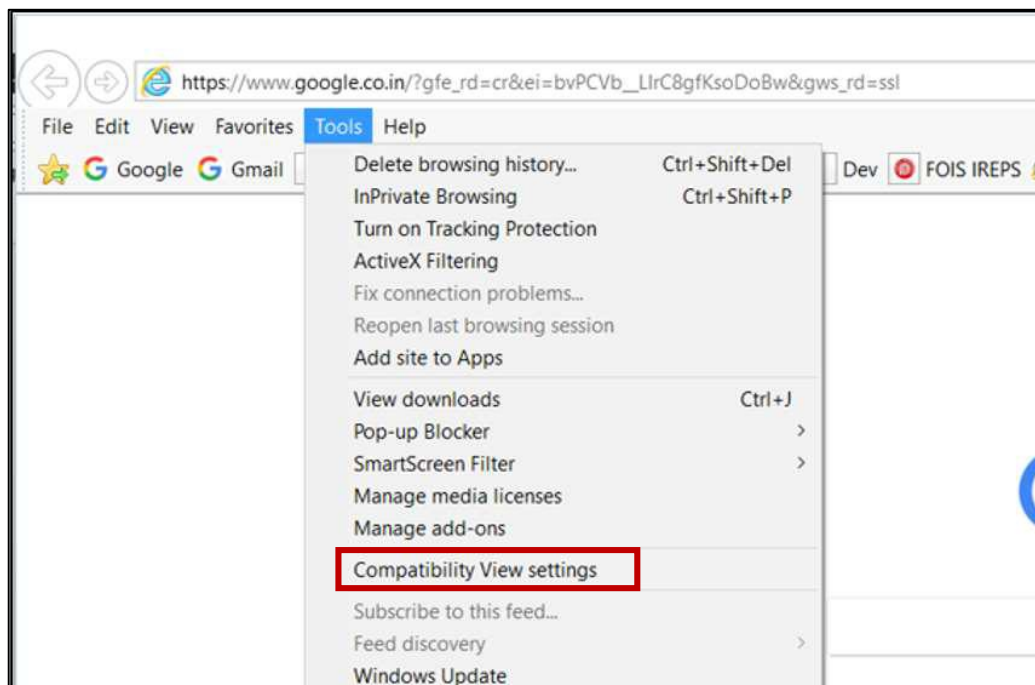
2.3 Compatibility View Settings

IREPS portal uses several features of Internet Explorer (IE) Browser which were introduced in version 10.0 or later, and these features do not function properly in earlier versions of IE. Bidders are required to use IE version 10.0 or later for bid submission. The bid submission may fail entirely, or bid may not be submitted properly if older versions of IE are used for this purpose.

If Compatibility version of your computer system is turned on for IREPS website, the IE browser sets your version to an old version (version 5.0 or 6.0) even if you have installed IE version 10.0 or later on your system, thus disabling advanced features which are necessary for bid submission on IREPS.

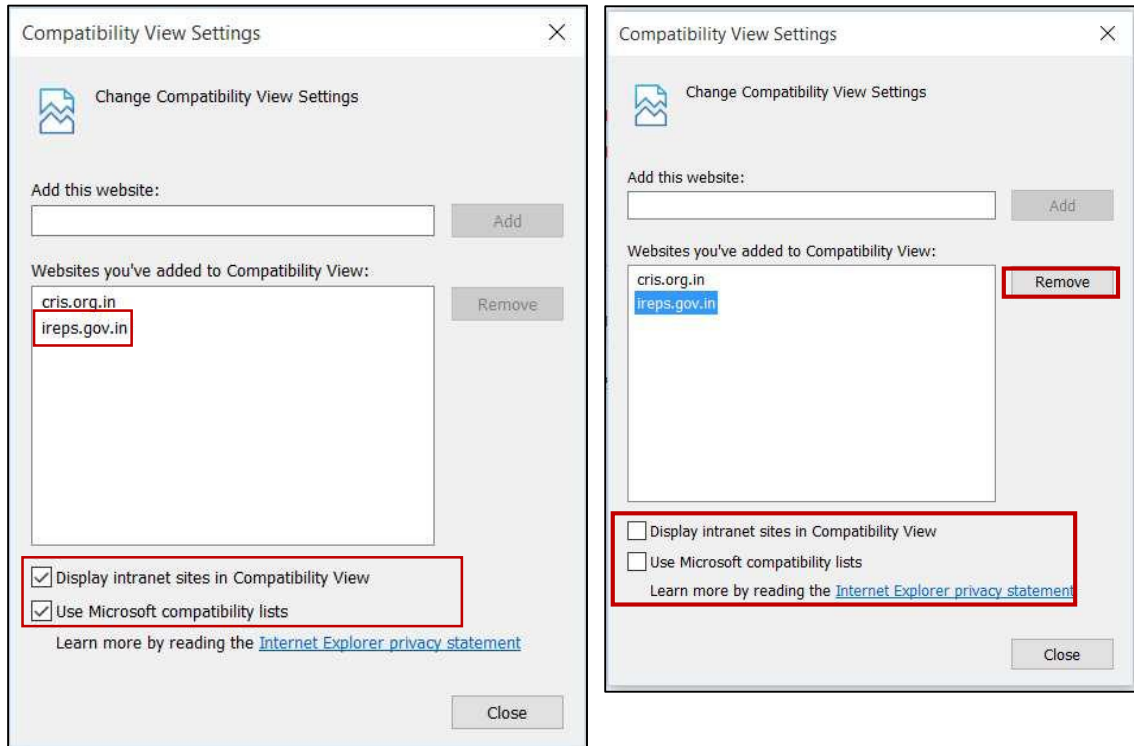
How to check whether Compatibility View setting are turned on for IREPS website?

Open your IE Browser and click on **Tools** link in the **Menu Bar** as shown below:



In the dropdown menu, click on **Compatibility View Settings**, which will open the Compatibility View Settings interface.

If IREPS website is being shown under the heading **Websites you've added to Compatibility View**, or if any of the checkboxes is ticked against the options **Display intranet sites in Compatibility View** or **Use Microsoft compatibility lists**, then you may be working on compatibility view.

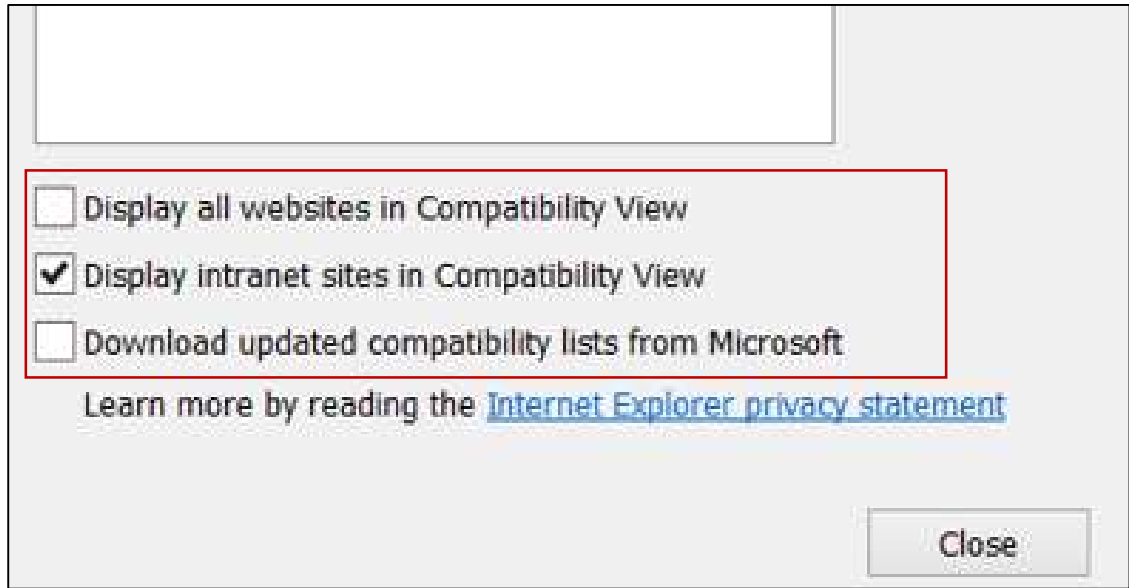


To turn off compatibility view settings, click on ireps.gov.in entry in the compatibility view settings interface (if it is listed there) to select it, and then click on Remove button. **Remove all the check boxes** at the bottom of the window.

Click on **Close** button to save the settings. This will turn off the compatibility view settings for IREPS website.

Special Settings for Internet Explorer Version 11

The check box options in the Compatibility View settings interface may vary depending on the IE version as shown below. **Please remove the check boxes against all these options.**

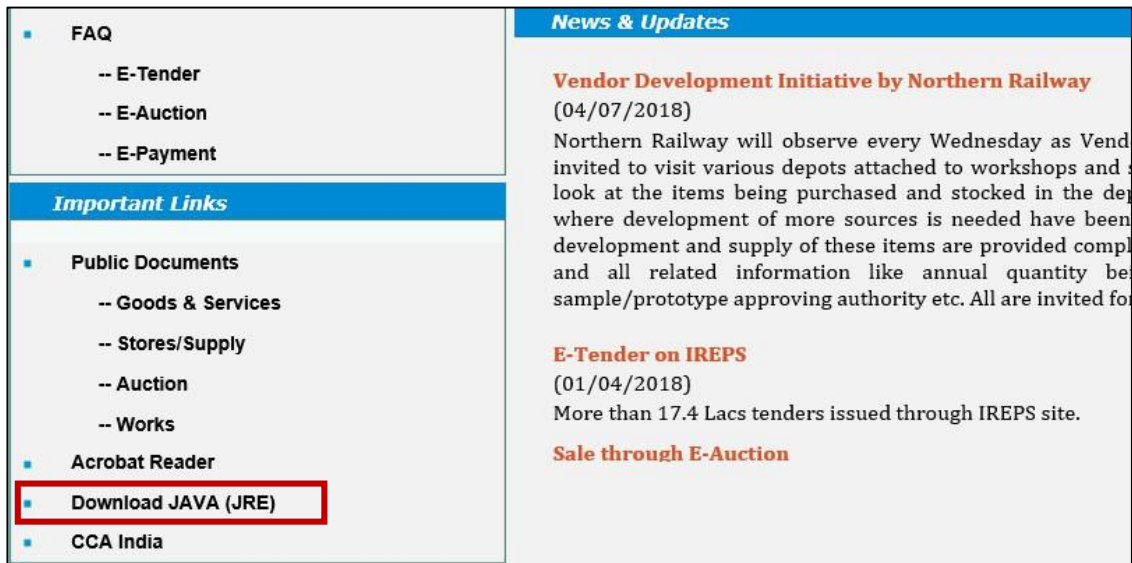


3. Java Runtime Environment (JRE)

IREPS application requires latest version of JRE (Java Runtime Environment) software to be loaded on the system. This software is owned by M/s Oracle Corporation, and can be downloaded for free from their website.

3.1. Downloading & Installation

The link for downloading the software is available on IREPS portal:



Clicking on this link brings up the Oracle web page for downloading JAVA.

Oracle Technology Network / Java / Java SE / Downloads

[Overview](#)
[Downloads](#)
[Documentation](#)
[Community](#)
[Technologies](#)
[Training](#)

Java SE Runtime Environment 8 Downloads

Do you want to run Java™ programs, or do you want to develop Java programs? If you want to run Java programs, but not develop them, download the Java Runtime Environment, or JRE™.

If you want to develop applications for Java, download the Java Development Kit, or JDK™. The JDK includes the JRE, so you do not have to download both separately.

[JRE 8u191 Checksum](#)
[JRE 8u192 Checksum](#)

Java SE Runtime Environment 8u191

You must accept the [Oracle Binary Code License Agreement for Java SE](#) to download this software.

Accept License Agreement
 Decline License Agreement

Product / File Description	File Size	Download
Linux x86	68 MB	jre-8u191-linux-i586.rpm
Linux x86	83.72 MB	jre-8u191-linux-i586.tar.gz
Linux x64	64.85 MB	jre-8u191-linux-x64.rpm
Linux x64	80.67 MB	jre-8u191-linux-x64.tar.gz
Mac OS X x64	76.15 MB	jre-8u191-macosx-x64.dmg
Mac OS X x64	67.75 MB	jre-8u191-macosx-x64.tar.gz
Solaris SPARC 64-bit	52.25 MB	jre-8u191-solaris-sparcv9.tar.gz
Solaris x64	50.14 MB	jre-8u191-solaris-x64.tar.gz
Windows x86 Online	1.8 MB	jre-8u191-windows-i586-iftw.exe
Windows x86 Offline	63.17 MB	jre-8u191-windows-i586.exe
Windows x86	66.52 MB	jre-8u191-windows-i586.tar.gz
Windows x64	71.16 MB	jre-8u191-windows-x64.exe
Windows x64	71.32 MB	jre-8u191-windows-x64.tar.gz

If more than one version of JRE is available on the website, please download the latest version. Please download the version with file name **Windows x86 Offline**. Please note that you will have to accept the **Oracle Binary Code License for JAVA SE** by clicking on the radio button named **Accept License Agreement** available above the list containing the required JRE file.

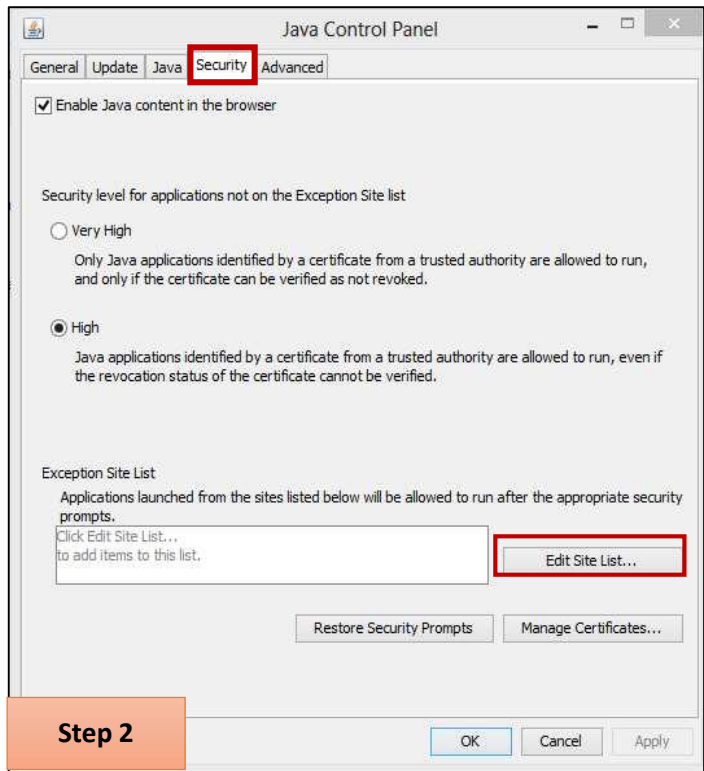
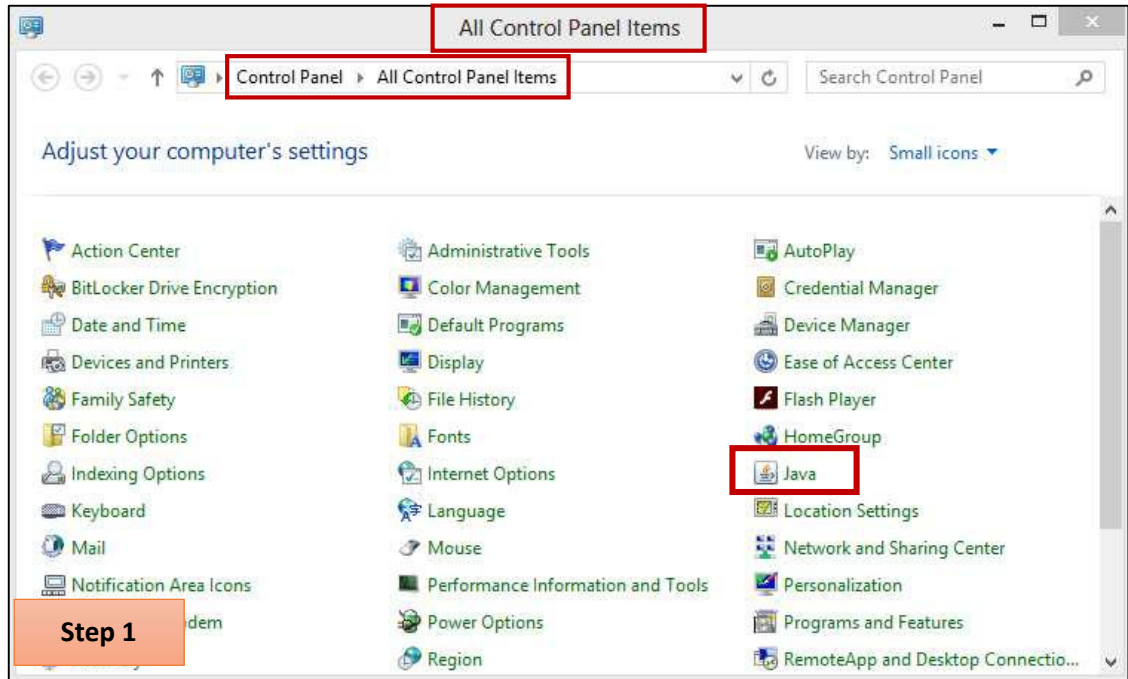
The downloaded JRE file will be available in the Downloads folder, or the folder that you may have specified while downloading the software.

Installing the JRE file

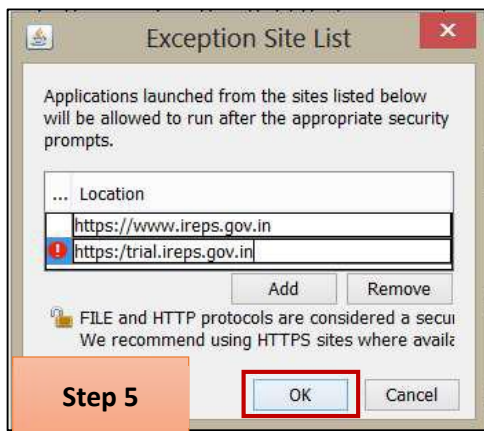
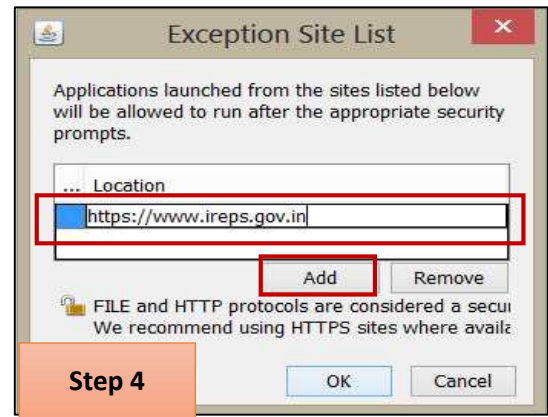
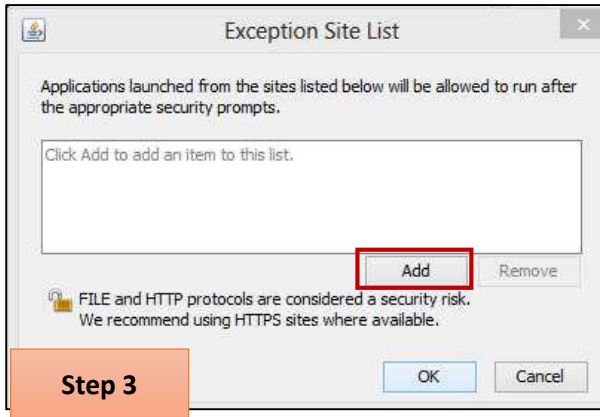
Double click on the downloaded JRE file and follow the instructions to install the JRE software.

3.2. Configuring Java Security Settings

Open control panel of your computer and click on the Java icon (Step 1). This will open Java Control Panel (Step 2).



Click on the Edit Site List in Security tab on Java Control Panel shown above.



Click on the **Add** Button (Step 3). In the Location field type address <https://www.ireps.gov.in> and click on **Add** button (Step 4). In the new location field that appears type the address <https://trial.ireps.gov.in> and again click on **Add** button (Step 5). Click on **OK** button (Step 5).

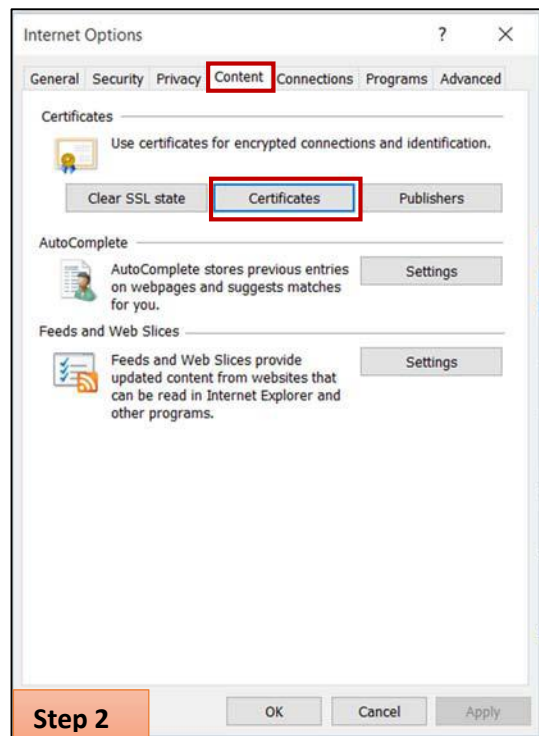
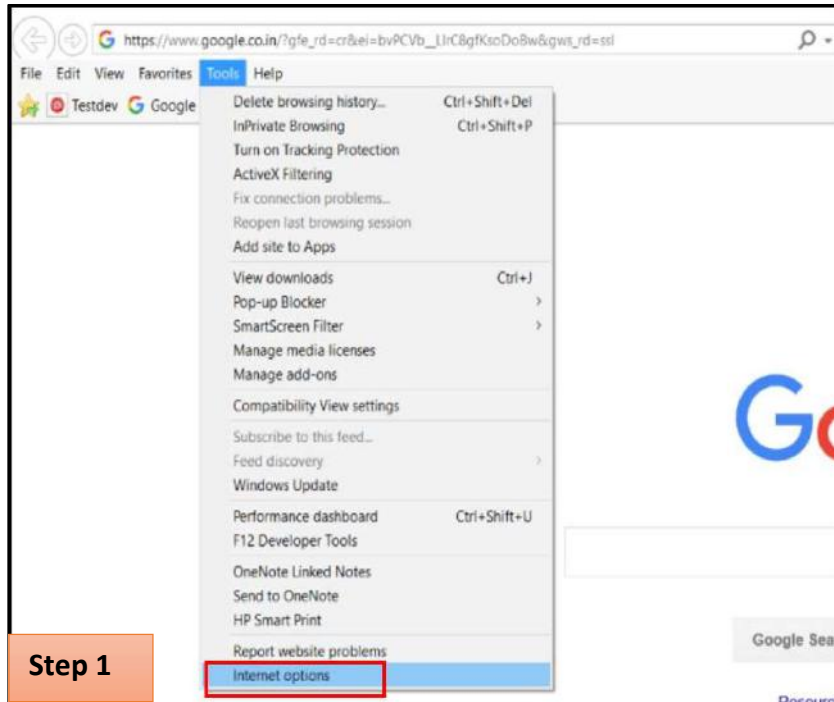
4. Digital Certificate

Public key of DSC is required for creation of user on IREPS.

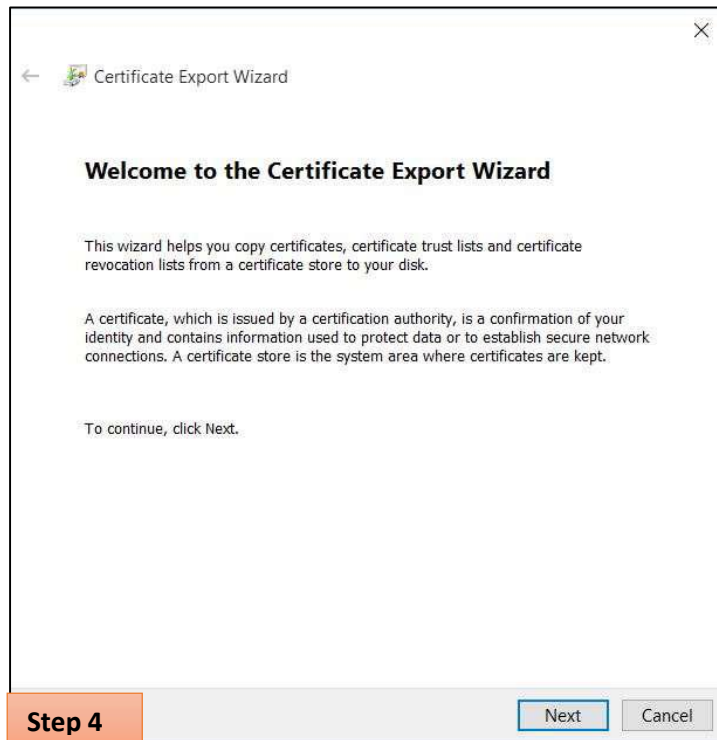
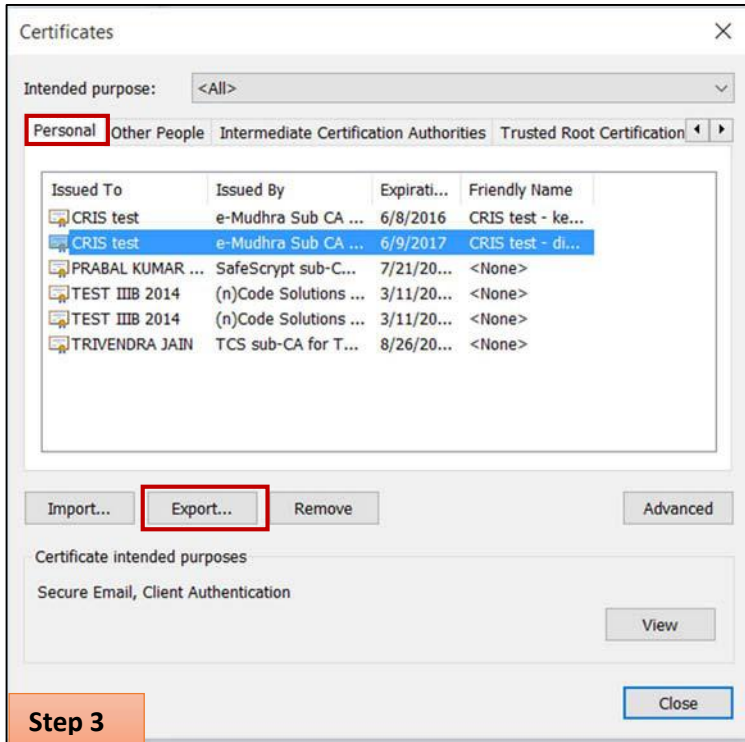
4.1. Steps for Exporting Public Key of a Digital Certificate

Steps 1: Insert the USB token having the Digital certificate in USB drive of your computer. On your Internet Explorer Browser click on **Tools** in menu bar, and then select option **Internet Options**

Step 2: In the new window that opens click on **Content** tab, and on Content tab screen click on **Certificates**

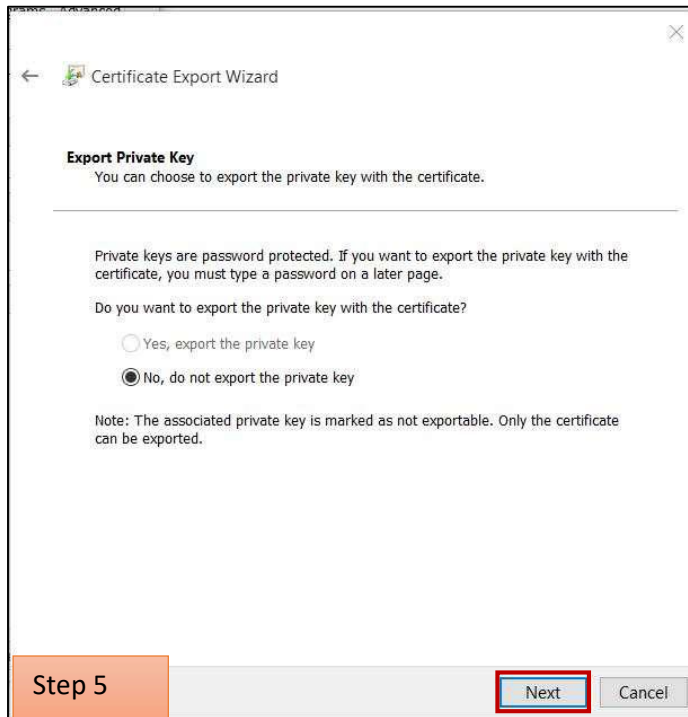


Steps 3: The Certificates screen will open. This screen has multiple tabs like Personal, Other People, Intermediate Certificate Authorities etc. By default Personal tab will open. On this tab choose the Certificate whose public key is to be exported/extracted. Click on **Export ...** button available below the list of certificates. This will open **Certificate Export Wizard** screen.

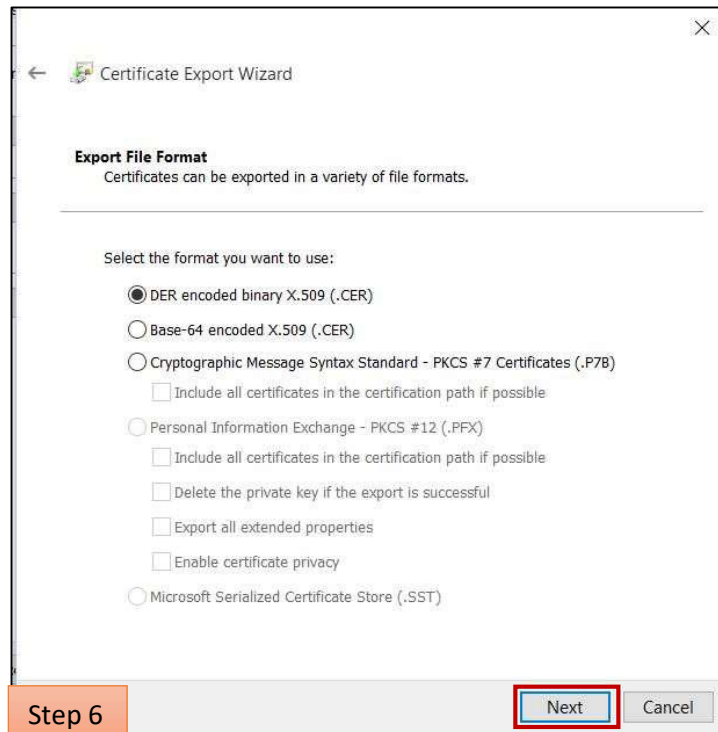


Step 4: On the **Certificate Export Wizard** screen click on **Next**. This will open **Export Private Key** screen.

Step 5: On the **Export Private Key** screen click on **Next**. This will open **Export File Format** screen.



Step 6: On the **Export File Format** screen click on **Next** button. This will open **File to Export** Screen.



Step 7: On the **File to Export** screen type the name with which you want to save the file in the File name field. By default the public key is saved on Desktop. However, if you want to save the public key at some other place, specify the path by clicking on the **Browse** button. Clicking on Next button will open the **Completing the Certificate Export Wizard** screen.

← Certificate Export Wizard

File to Export
Specify the name of the file you want to export

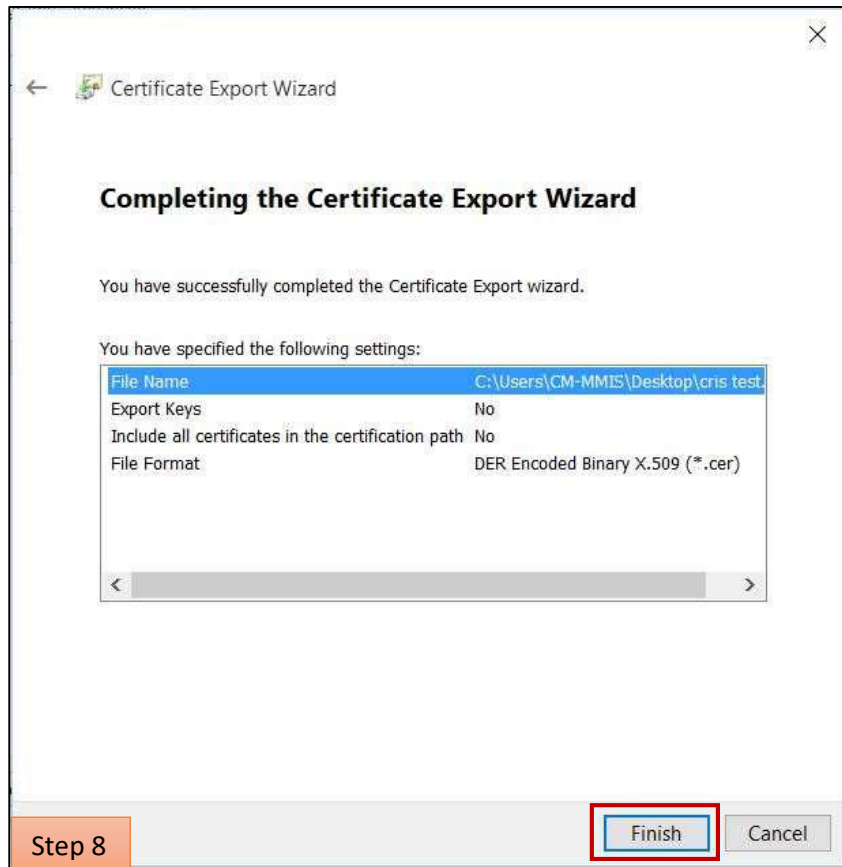
File name:
cris test

Browse...

Step 7

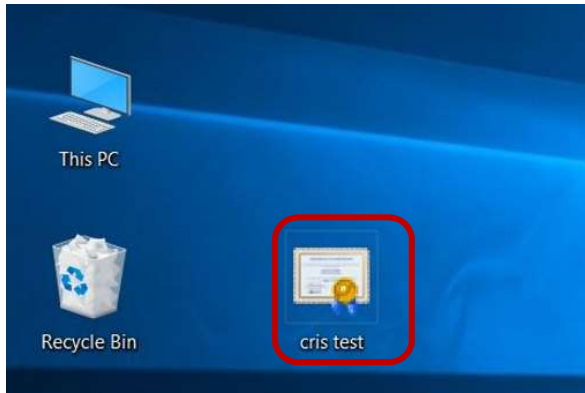
Next Cancel

Step 8: On the **Completing the Certificate Export Wizard** screen click on Finish button.



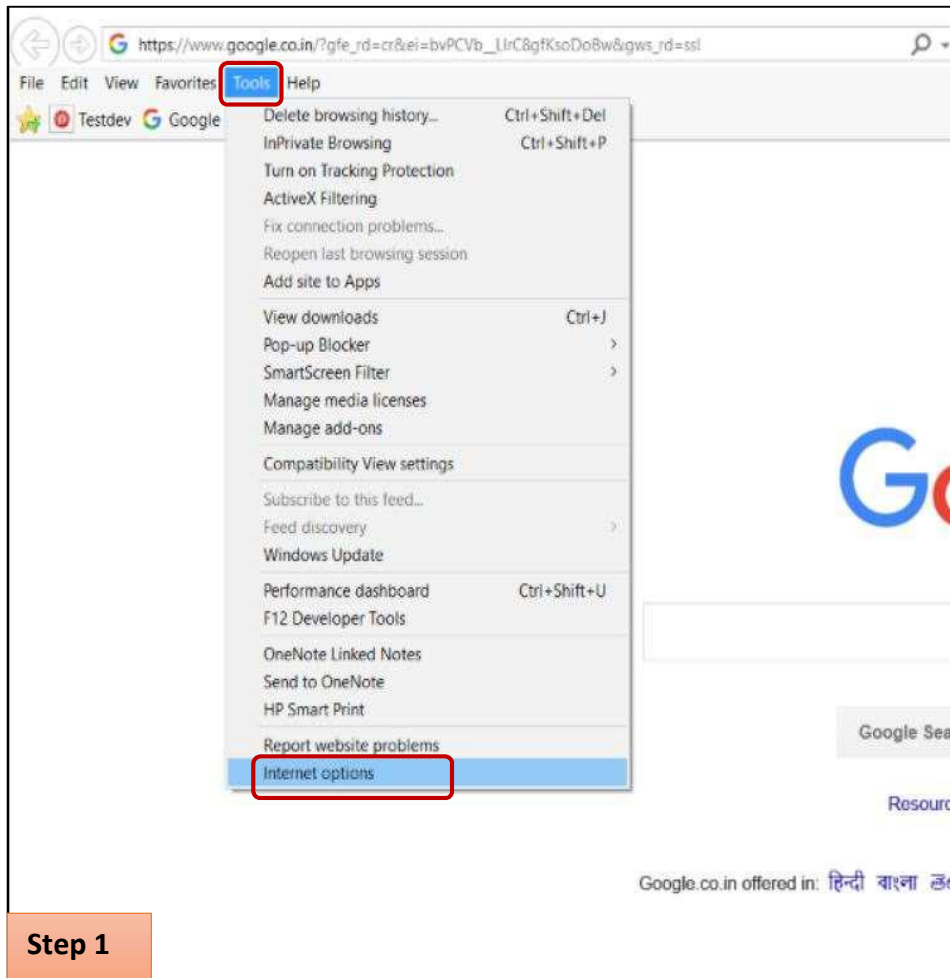
Step 9: You will get the message **The export was successful**. Click on OK button. This completes the process. The exported public key is available on the Desktop (or in any other folder that you may have specified in Step 7).



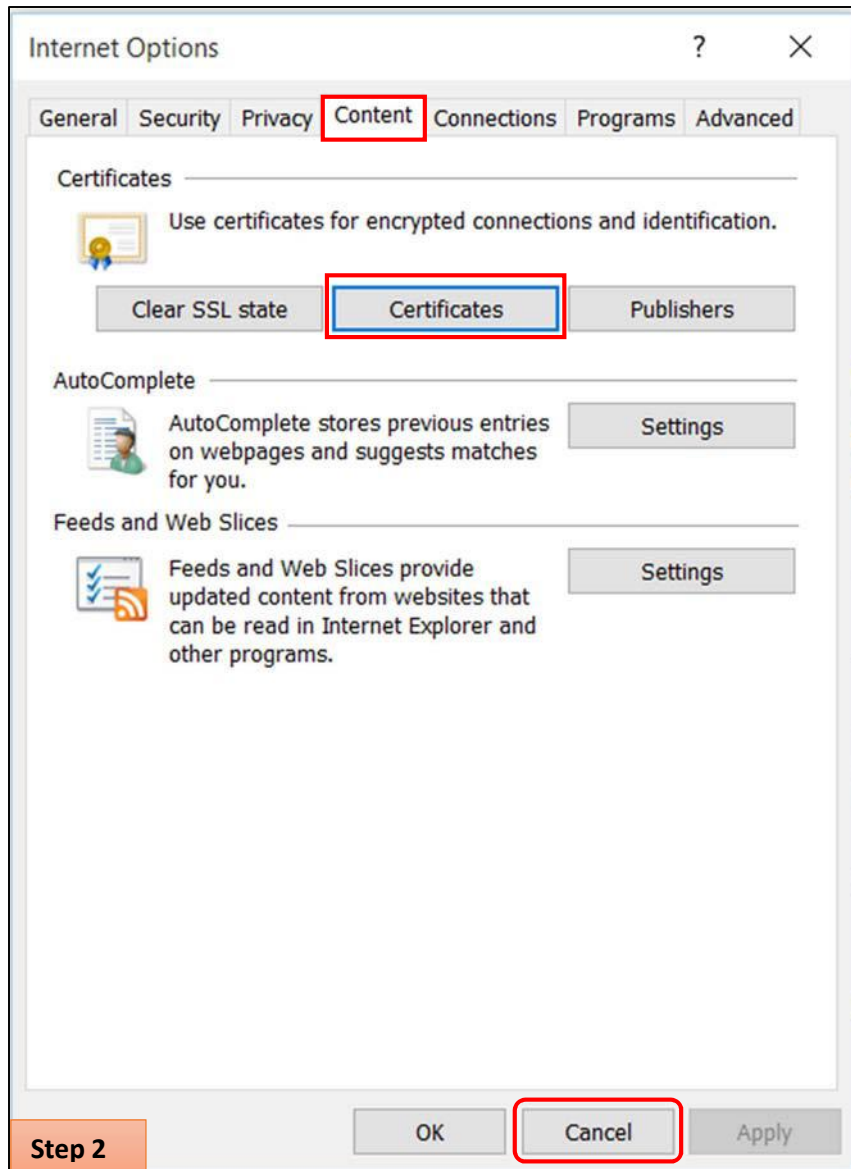


4.2. Find out your Digital Certificate Type (Signing Certificate or Encryption Certificate)

Steps 1: Insert the USB token having the Digital certificate in USB drive of your computer. On your Internet Explorer Browser click on **Tools** in menu bar, and then select option **Internet Options**

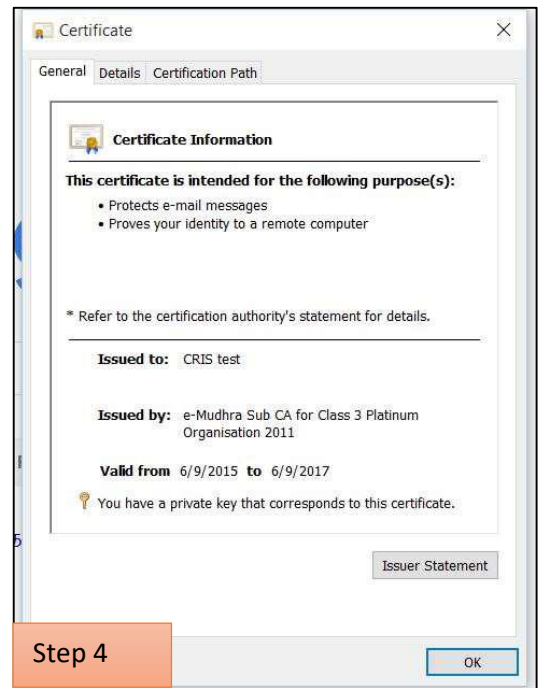
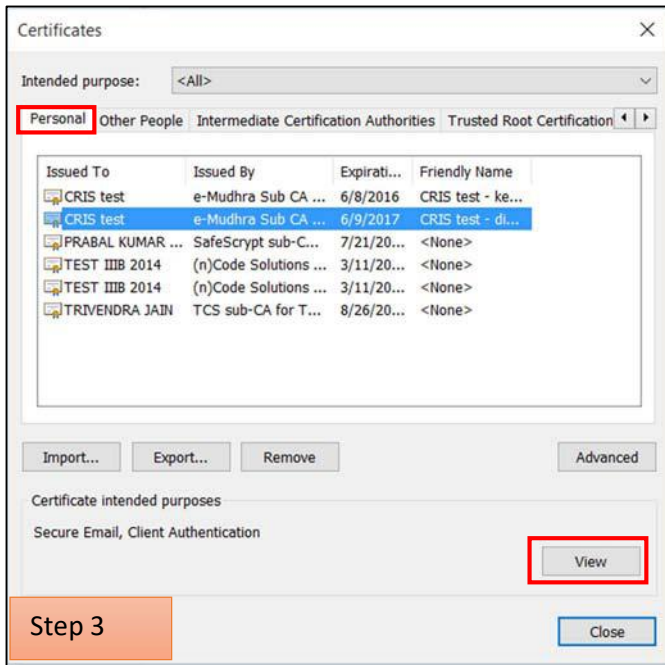


Step 2: In the new window that opens click on **Content** tab, and on Content tab screen click on **Certificates**

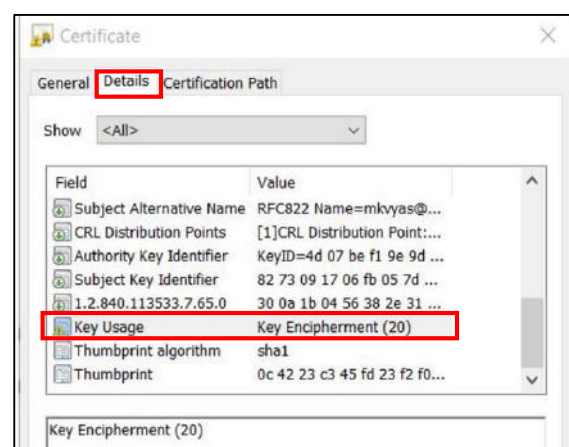
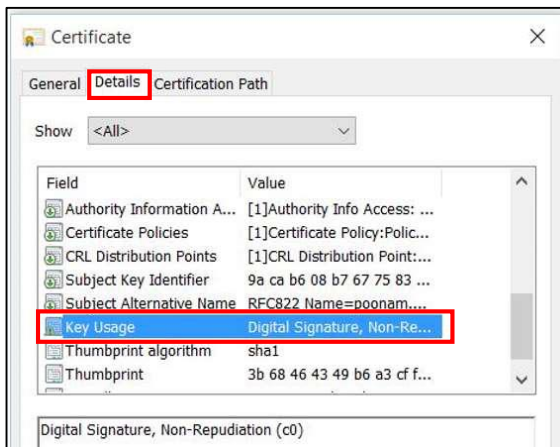


Steps 3: The Certificates screen will open. This screen has multiple tabs like Personal, Other People, Intermediate Certificate Authorities etc. By default Personal tab will open. On this tab choose the Certificate whose usage is to be checked and Click on **View** button.

Step 4: This will open Certificate properties window. Click on the Details tab of this window.



Step 5: Scroll down in the Field-Value panel to find entry named **Key Usage**. Click on this entry. The lower pan will show the key usage details. In case of Digital Signing Certificate the Key Usage is **Digital Signature, Non-Repudiation**. In case of Digital Encryption Certificate it is **Key Encipherment**. Bidders are required to have only Digital Signing Certificate for each user who has to login into the IREPS application.

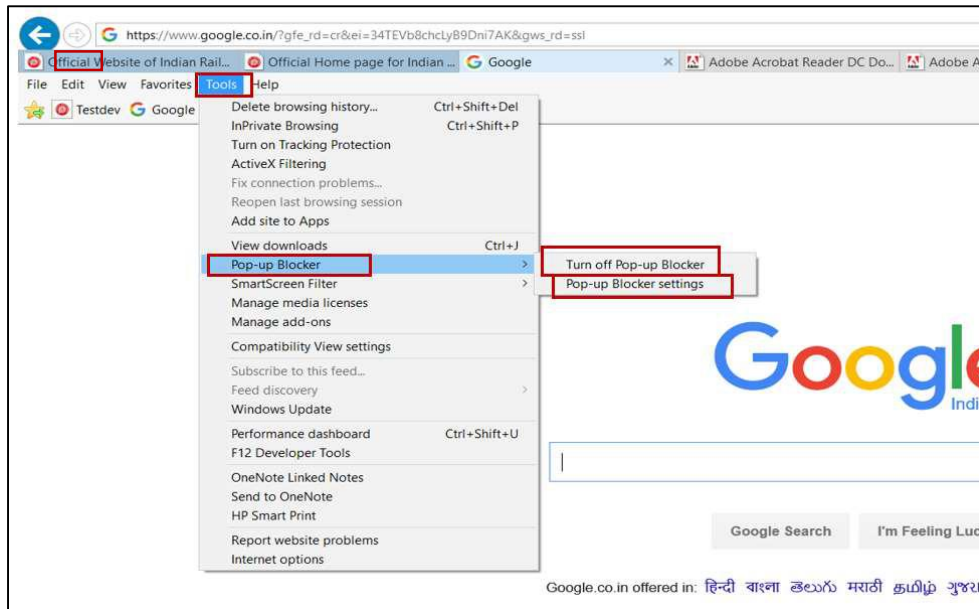


5. PDF Reader

Only PDF documents can be uploaded on IREPS application. Your system should have Adobe Acrobat Reader (Version 9 or later), or any other PDF reader installed for viewing the PDF files downloaded from the website.


- 5.1. Adobe Acrobat Reader is available for free download from the link:
<https://acrobat.adobe.com/in/en/acrobat/pdf-reader.html>

Clicking on the link of any PDF documents on IREPS website opens the document as a Pop up. Please **Turn off Pop Up Blocker** otherwise you will not be able to directly open the PDF files on the website. Pop up blocker can be turned off in the internet explorer through the **Tools** option in Menu bar as shown below:



Instead of turning of Pop up blocker, you may add URLs <https://www.ireps.gov.in>, <https://ireps.gov.in> & <https://trial.ireps.gov.in> as exceptions in Pop up blocker Exceptions.

--- End of Document ---

A dark blue vertical bar is on the left side of the page. A blue arrow points from the bar towards the text.

User Manual for Standard Railway User for IREPS (Works)

Several thin, curved lines in shades of blue and grey originate from the bottom left corner and curve upwards and to the right.

Version 1.0

Release Date: 24.05.2016

	AUTHOR	APPROVED BY
NAME	Rajesh Abrol	Rajaram Prasad
DESIGNATION	CM/MMIS/CRIS	GM/MMIS/CRIS
SIGNATURE		

Revision History:

VERSION NO.		RELEASE DATE	AUTHOR	SECTION/ PAGE CHANGED	DETAILS OF CHANGES	REVIEWED BY
FROM	TO					

Table of Contents

Sl. No.	Topic	Page No.
1.	General Information	4
1.1	Application Overview	4
1.2	Purpose & Scope	5
1.3	Points of Contact	5
2.	Getting Started	6
2.1	General	6
2.1.1	Software & Hardware Requirements	6
2.1.2	Internet Basics	6
2.2	URL of the Website	7
3.	Login into the Application	9
3.1	Types of Users	9
3.2	Login by Standard Railway user	9
4.	Railway User Home Page	12
4.1	Links in Right Navigation Block of Railway User Home Page	12
4.1.1	View/ Edit My Profile	13
4.1.2	My Post	13
4.1.3	Change Password	14
4.2	Links in the Middle Body	14
4.2.1	Tenders - Draft	15
4.2.2	Tenders - Live	16
4.2.3	Tenders - Pending for Opening	17
4.2.4	Tenders - Opened	18
4.2.5	Tenders - Two Packet - Tech. Offer Under Evaluation	19
4.2.6	Tenders Finalized - Awaiting Action	19
4.2.7	Tenders Finalized (Contract issued)	19
4.2.8	Contracts - Draft	19
4.2.9	Contracts - Published	20
4.2.10	Message - Inbox	20
4.2.11	Messages - Deleted	20
4.3	Links in Left Navigation Block	21
4.3.1	Search Tender	21
4.3.2	Learning Center	23
4.3.3	NIT Creation	24
4.3.3.1	NIT Header Tab	24
4.3.3.2	Schedule Tab	27
4.3.3.3	Item Breakup Tab	37
4.3.3.4	Eligibility Tab	44
4.3.3.5	Compliance Tab	48

	4.3.3.6	Documents Tab	49
	4.3.3.7	Firms Tab	52
	4.3.3.8	Publish Tender Tab	55
	4.3.4	Assign Tender (Two Packet)	57
	4.3.5	Tender Opening	58
	4.3.6	Tender Opening Schedule	63
	4.3.7	Item Directories (SOR & NS)	64
	4.3.8	Templates	64
	4.3.9	Condition Master	65
	4.3.10	Search Users	68
	4.3.11	Search Account	68
	4.3.12	Payment Reports	69
	4.3.13	E-Tender Reports	70
	4.3.14	Upload / View Documents	71
	4.3.15	View IREPS Documents	72
5.		Action Icons and their Actions	74
	5.1	Edit & Upload	74
	5.2	Delete Tender Document	74
	5.3	View Audit Trail	74
	5.4	View Tender Document	74
	5.5	Create Corrigendum	75
	5.6	Clone Tender	80
	5.7	View Corrigendum List	80
	5.8	Payment Report	81
	5.9	View Financial Tabulation	82
	5.10	View Techno Commercial Tabulation	83
	5.11	View Offers	84
	5.12	Briefing Note	84
	5.13	Approve / Reject Technical Bids	85
6.		Miscellaneous	86
	6.1	Reset Password using Digital Signing Certificate (DSC)	86
	6.2	Change Digital Signing Certificate	88
7.		Disclaimer	91

1. General Information

1.1. Application Overview

Indian Railway Electronic Procurement System (IREPS) is the Application Software of Indian Railways for online activities for procurement of Goods, Works & Services, Sale of Materials, and Leasing of Assets through the process of E-Tendering, E-Auction or Reverse Auction. The application allows users to capture data at various levels of the procurement process in a secure manner using various security features like digital signature, digital encryption certificate for encryption and decryption of data etc. The application can be accessed with valid user ID and Password in combination with a Digital Signing Certificate. The application is divided in different work areas depending upon the nature of activity viz. Supply and Services, Works, Leasing, Auction Sale etc. **This document describes processes related to Works Tenders.** The application is divided in the following modules:

NIT: The NIT module contains the process of NIT (Notice Inviting Tender), Tender Document Creation and Publishing, Corrigendum Creation and Publishing, Pre-Bid Queries and Responses against these Queries.

BID (Bidding, Evaluation, etc.): The Bid module contains the process of Payments for Tender Document Cost (TDC) and Earnest Money Deposit (EMD), Submission of Techno-Commercial and Financial Bids, Uploading of Documents, Tender Box Opening, Generation of Comparative Statements, Automatic Ranking of Bids and Creation of Briefing Notes. All firms who get themselves registered on the IREPS website through an online registration process, and who are authorized to bid against a tender can submit their bid against the tender through the IREPS application.

ADMIN: IREPS application calls for extensive administration responsibilities to be handled by registered administrators from railways. These administrators have roles divided amongst them based on their location and authority. EPS Administrator and Department Administrators are two types of administrators who look after all the administrative functions and also maintain the application on an ongoing basis.

Help Desk: The Help Desk is the module of the EPS application which provides the facility to Contractors, Railway users and others to get help if they face any problem at the time of using the application, or if they have any query regarding the application. This module tracks the log of all queries raised by different users and log of replies sent by help desk users to the raisers.

1.2. Purpose & Scope

Purpose of this document is to guide the railway users on how to operate the E-Procurement Application. This manual will help them to familiarize with various forms/pages provided in the application.

1.3. Points of Contact

For clarification about any specific process of IREPS application the contact point is Help Desk. For further details about Helpdesk functionality, **Helpdesk** section of this manual may be referred to.

2. Getting Started

2.1. General

2.1.1. Software & Hardware Requirements

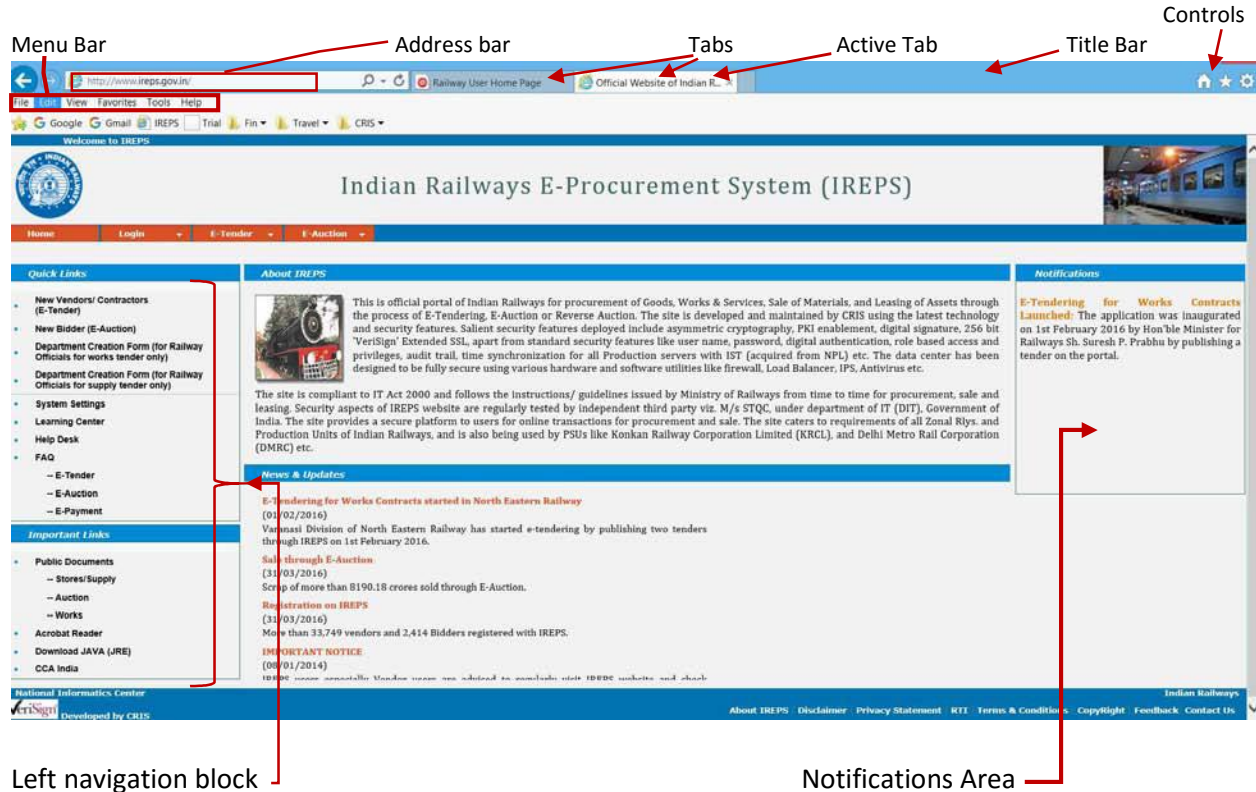
The detailed guidelines regarding software & Hardware requirements are laid down in a separate manual titled **Getting Your System Ready for IREPS Application**. This manual can be downloaded through the **Learning center** link available in the left navigation bar of the home page of IREPS application (www.ireps.gov.in). Users are advised to go through the above mentioned manual before reading the current manual.

2.1.2. Internet Basics

The Internet is a worldwide system of computer networks facilitating access to information and people. Using the Internet to access and use EPS Application requires an Internet connection, and an internet browser application (Internet Explorer or Mozilla Firefox). A browser application allows access to Web pages on the World Wide Web (www or the Web).

Web Page

The image below shows the different elements of a web page, which include Title bar, Tool bar, Menu Bar, Address bar, Tabs, Left navigation block, Right navigation Block etc.



The users may familiarize themselves with these elements and their notations, as these will be repeatedly used in the following pages. Some of these elements are described in detail below:

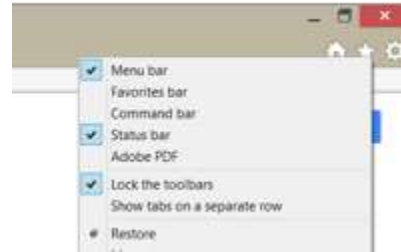
Menu bar:

The menu bar provides drop-down menus for browser functions. By placing the cursor over a menu item and clicking on it with the left mouse button, the drop-down menu appears. Highlight the appropriate menu function with the cursor to make a selection.



Menu Bar

✚ If you are not able to see the menu bar in your browser, right click on any empty area in the title bar and click on the Menu bar option in the options panel as shown in the picture:



Address bar:

Address bar is the area where the user has to type the address of the website (also known as Uniform Resource Locator, or URL in short). To access the IREPS website, the user has to type the URL of the website in the address bar and press the Enter Key.



Address Bar

Tabs:

Multiple Pages can be opened in an Internet Browser window. The contents of only one of these pages is displayed on the screen. The titles of the opened pages are displayed on top of the Browser window. The contents of the page whose contents are being displayed is called active tab. Clicking on the title of any page makes the tab active.

Left Navigation Block:

This is the area on the left side of the web page containing various links. The left navigation block of the IREPS home page is divided into two sections namely Quick Links and Important Links. These are described in detail in subsequent sections.

Right Navigation Block:

This is the area on the right side of the web page. The right navigation block of the IREPS home page is divided contains the notifications area, which is described in detail in subsequent paras.

2.2. URL of the website

The URL to access the Home page of the website is <https://www.ireps.gov.in>.

3. Login into the Application

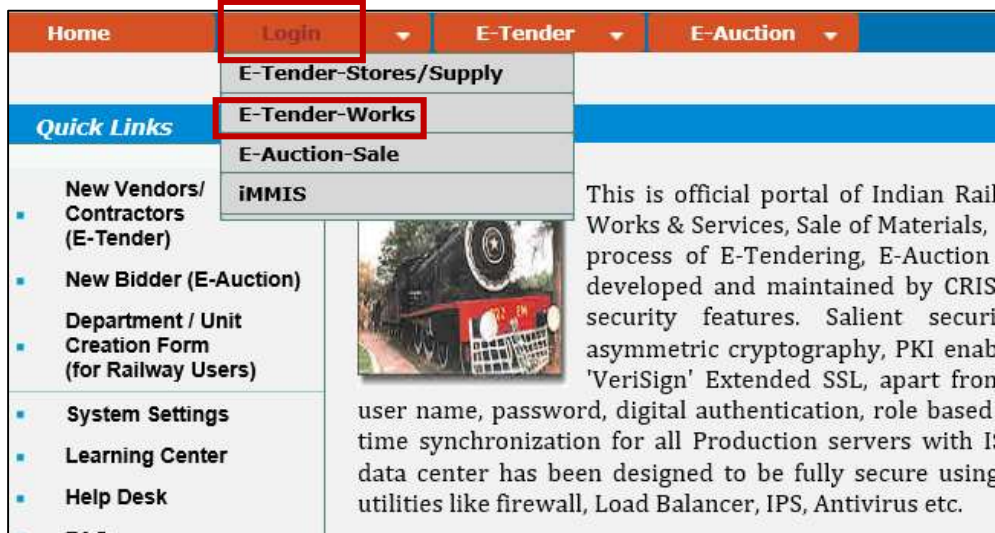
3.1. To access all the resources/features of the IREPS application the users are required to login into the application. Several of the critical features like Creation and Publishing of Tenders and Corrigenda, Opening of Tenders, Creation & Management of SORs / Item Templates / Condition Masters, Viewing reports etc. can be accessed only after logging in. Users who have not logged into the IREPS application are categorized as **Anonymous user**. Some of the functions/resources of the application like searching tenders, viewing public documents, user manuals etc. can be accessed by anonymous users.

Depending on the Functions, Privileges and Responsibilities, Railway users are divided into two categories namely Department Administrators (Admins) and Standard Users. Management of Users, Sections, Posts, User Functions etc. are some of the tasks that can be performed by Department Admins only. Creation of User Accounts for Standard Railway Users is also the responsibility of Department Admins.

Within IREPS application Functions, Sections and all other Privileges are assigned to Posts. An official who is assigned a Post acquires all the privileges and responsibilities of the post. Assignment of Functions, Sections and other privileges to a post, and assignment of a post to a user is the responsibility of the Department Admins. Standard Railway Users can perform activities on IREPS portal within the bounds of Functions, Sections and other privileges assigned to his Post by the Department Admin.

3.2. Login by Standard Railway User

Standard Railway users whose user account has been created by the Department Admin, and who have got the E-Mail for system generated password can login by clicking on the Login button on the Home page (www.ireps.gov.in) and choosing the option E-Tender-Works as shown below:



This will bring up the **Login** page as shown below.

✚ If Java Security warning pop up opens, please click on **Continue** button. If Cancel button is clicked, the user will not be able to login, and the browser window will have to be closed and re-opened.

Please insert your Digital Signing Certificate (DSC) USB token in USB drive of your computer, enter your Username and Password on the Login page, and click on **Login** button. This will open the web signer applet as shown below:

Common Name	Issuer Name	Serial No	Expiry Date
CRIS test	e-Mudhra Sub CA for C...	00f2bc	08-06-2016
CRIS test	e-Mudhra Sub CA for C...	00f2bf	09-06-2017

Please select your digital certificate by clicking on it (which will be listed in the web signer only if the DSC token is already inserted into USB drive of the computer), and click on **Select** button. You will be asked to enter the DSC token password (provided by the DSC supplier) as shown in step 2 above.

At this point the users who are logging in for the first time will be presented with the **Change Login Password screen** as shown below. It is mandatory to change password when you are logging in for the first time.

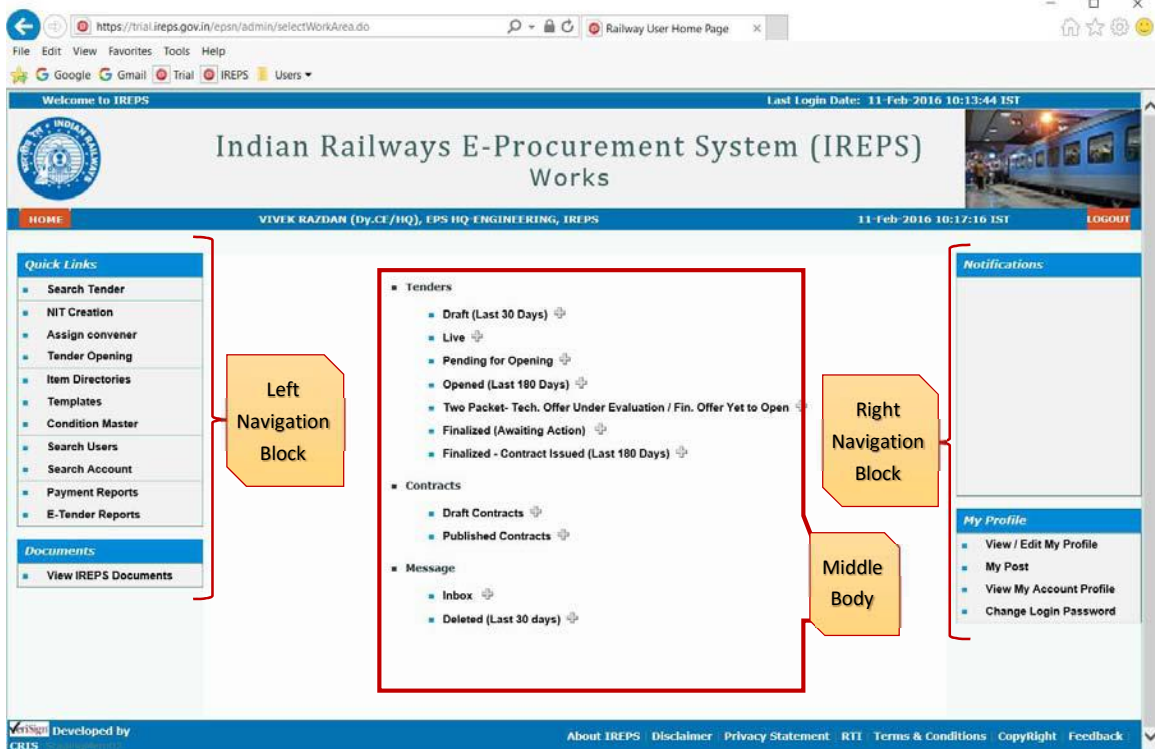
Please follow the steps mentioned on the screen (see next page), and click on the **Save** button to change your password



After change of password, the Railway User Home Page will open. The change password page will not be opened during subsequent logins. However, in accordance with the password policy the change password page will again be displayed to the user if user password is more than 60 days old.

4. Railway User Home page

After successful login, the Railway User Home page opens as shown below.



The page may be different for different users based on the functions assigned to them, as links for some activities like Item Directory Management, Templates Management, Condition Master Management are visible to users only if the corresponding function has been assigned to them by department admin.

As shown above, the Bidder Home Page is divided into three blocks namely Left Navigation Block, Middle Body, and Right Navigation Block. The links available in these blocks are described in detail below:

4.1. Links in Right Navigation Block of Railway User Home Page

The Right Navigation Block consists of two sections namely Notifications and My Profile.

Notifications Section

The notifications issued by EPS administrator from time to time for railway users will appear in the Notifications Section.

My Profile section

My Profile Sections contains various links whose functionality is described below:

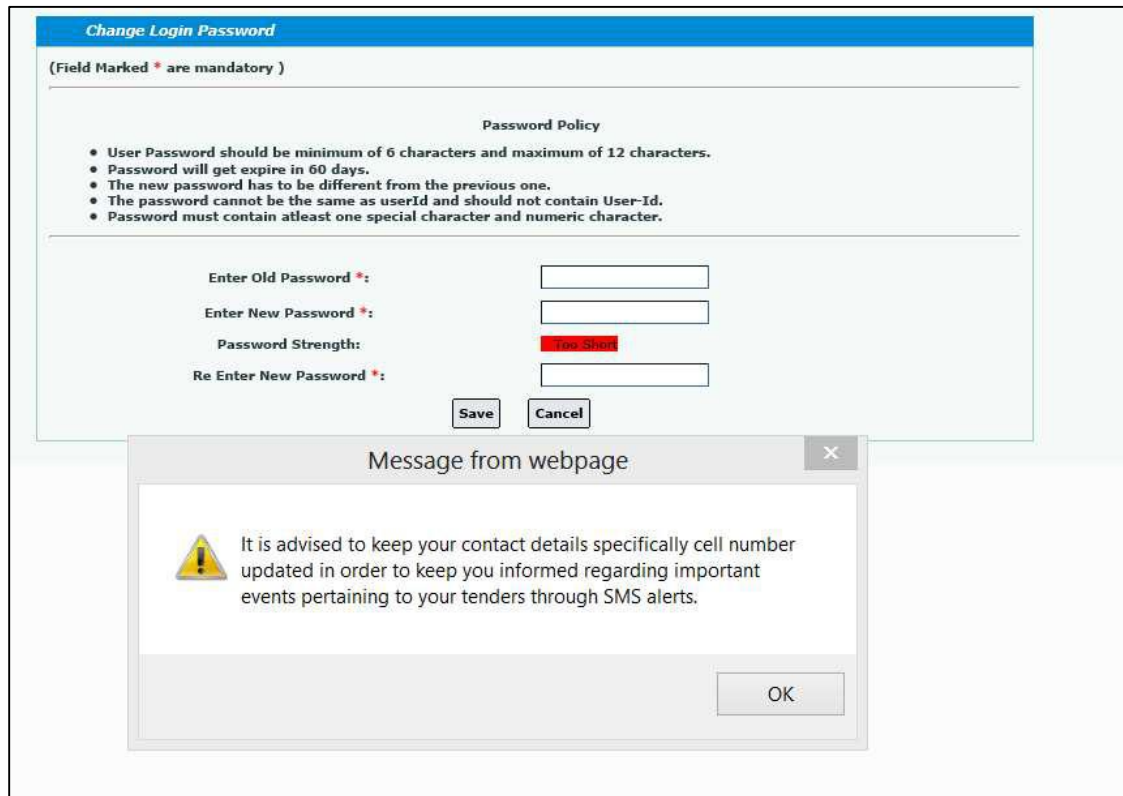
- 4.1.1. **View/ Edit My Profile-** The profile details of the currently logged in user can be accessed through this link. Clicking on this link opens the User Profile page. On this page the logged in user can view his profile details like Name, E-Mail ID, Department Name, Sections and Work Area assigned, details of DSC attached with user profile.

User Profile			
<i>Application Profile Details</i>			
E-Mail/User Id:	dycehq@gmail.com		
Account :		Department:	EPS HQ-ENGINEERING
<i>Personal Details</i>			
First Name:	VIVEK	Middle Name:	
Last Name:	RAZDAN	Date Of Birth:	12/02/1969
Gender:	Male		
<i>Sections</i>			
Sections: (Inc. Add. Charges)	BRIDGE,TS,HQ		
<i>Work Area</i>			
Assigned Work Areas:	Works Tender	Default Work Area:	Works Tender
Home			
Signature Thumbprint Details			
Thumbprint	BB68464349B6A3CFF19D9840F20A63E13BAE39C5		

- 4.1.2. **My Post:** Through this link the logged in user can view the sections, functions, work areas, contact details, reporting & Alternate official details of his post.

POST DETAILS			
<i>Personal Details</i>			
Designation:	Dy.CE/HQ	Grade:	NFSAG
Email:	dycehq@gmail.com	Sections:	HQ,BRIDGE,TS
Additional Charge (Sections)	-NA-		
Reporting Officer 1:	-NA-	For Sections :	-NA-
Reporting Officer 2:	-NA-	For Sections :	-NA-
Alternate Officer 1 :	-NA-	For Sections :	-NA-
Alternate Officer 2 :	-NA-	For Sections :	-NA-
Address Line 1:	CRIS Office	Address Line 2:	ITPI Building
City:	New Delhi	Pin/Zip Code:	440001
Country:	India	State:	Delhi
Phone Number:	911134523456	Cell Number:	
Workareas and corresponding functions assigned to the post			
Works Tender			
Tender Document Signing			
Tender Box Opening			
Deal TC Cases			
Coordination			
Assign Tender Cases			
Approve / Reject Bids [2 Packet]			
Add / Edit Templates			
Add / Edit Item Directory			
Add / Edit Condition			

4.1.3. **Change Password-** The user can change his login password by clicking on the **Change Password** link. Clicking on this link opens the Change Login Password page as shown above. The user is required to enter his old/existing password, and the new password in the relevant fields on this page to change his password.



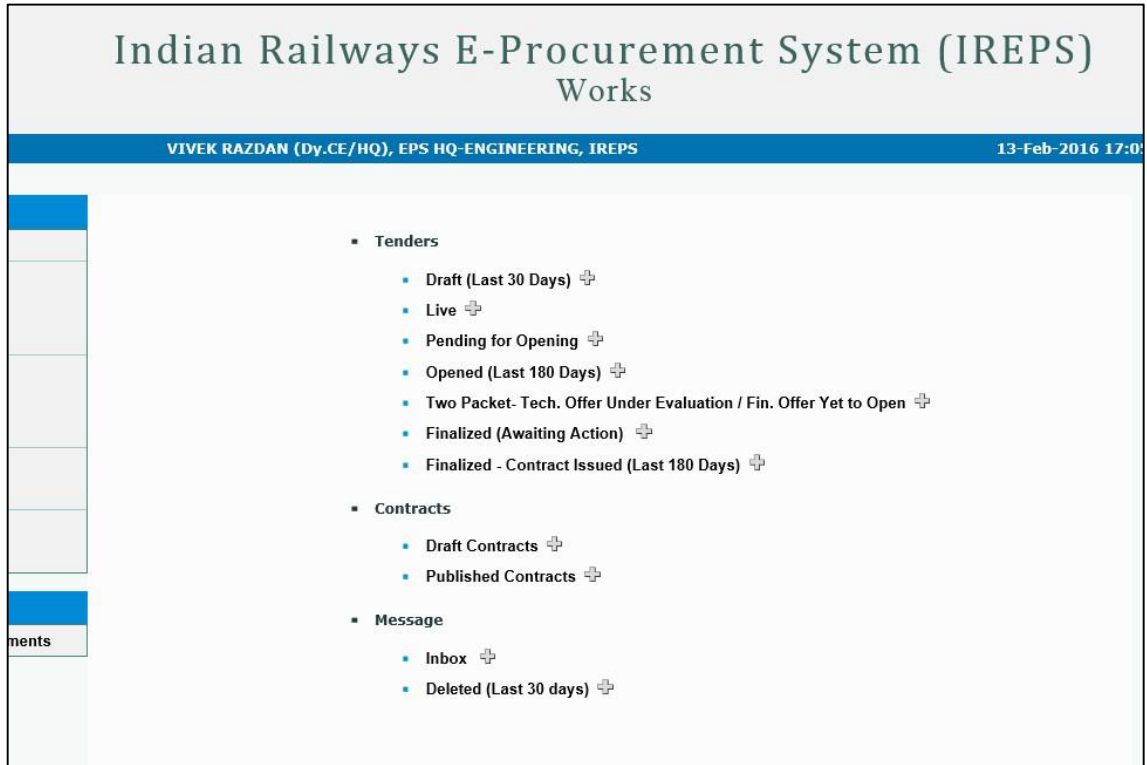
4.2. Links in the Middle Body

The links in the middle body pertain to different folders to view lists and details of the Tenders, Contracts, and Messages pertaining to the logged in user.

The middle body is divided into three sections namely, Tenders, Contracts & Messages. The Tenders section displays the details of the tenders in different folders based on the status (draft, live, opened etc.). Similarly the contracts and messages are displayed in different folders depending on their status.

Clicking on any folder name (or the + sign against the name) expands the folder page and displays the list of tenders having status indicated by the folder name. Clicking on the folder name again (or the - sign against the name) collapses the folder page.

A Screenshot of the Middle body is shown below:



These links for different folders are described below

4.2.1. Tenders – Draft (Last 30 days)




This link opens the page for showing the details of the tenders which have been created during the last 30 days but have not yet been published.

Tenders					
Draft (Last 30 Days)					
Section	Tender No.	Tender Title	Closing Date/Time	Creation Date/Time	Actions
HQ	Kota-301-2016	Hindaun Supply of ballast	29/02/2016 15:30	29/01/2016 10:59	
HQ	CON2016FEB03	Construction of concrete toe w....	08/03/2016 14:30	04/02/2016 13:15	
BRIDGE	NGP-SECR-2016-2	Cnstruction of FOB at Rasmara	31/03/2016 15:00	07/02/2016 09:59	
HQ	440-2000Kota	KOTA MATHURA SECTION TWR Work	29/02/2016 15:00	11/02/2016 09:51	
BRIDGE	KGP-E-14-2016	JACKETTING OF PIER NO-3& 5 OF	26/02/2016 15:00	12/02/2016 16:00	

The page shows Tendering Section, Tender Number, Tender Title, Tender Closing Date & Time, Tender Creation Date & Time, and the action icons for performing various actions.



















The list is sorted on the Tender creation date, the oldest tender being displayed on top of the list, and the latest tender being displayed at the bottom. Ten tenders are displayed at a time, and if there are more than ten tenders in the folder then page numbers will be shown on the bottom of the page, and clicking on any page number will open the selected page.






The action column of this page displays the icons for Editing the Draft Tender, Deleting the Tender and Viewing Audit trail.

Clicking on the Edit Tender Icon () opens the interface for editing the selected tender. Users can click on the Delete icon () against a tender to delete the draft tender. Audit trail icon () is meant to view the history of the actions taken against the selected tender. The actions performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

4.2.2. Tenders – Live

Clicking on this link opens the page for displaying all such published tenders (of all the sections assigned to the user), which are still open for bidding i.e. whose closing date/ time has not yet arrived.

Tenders				
<ul style="list-style-type: none"> ▪ Draft (Last 30 Days)  ▪ Live  				
Section	Tender No.	Tender Title	Closing Date/Time	Actions
BRIDGE	NGP-2016-02	REPLACEMENT OF FOB AT GONDIA S.... 	02/03/2016 08:00	    
HQ	KGP-E-16-2016	PROVISION OF ESCALATOR AT KGP	24/03/2016 15:00	    
BRIDGE	NGP20163	EXTENSION OF PF AT RAJNANDGAON	31/03/2016 15:00	    

The Actions column of this page displays the icons for Viewing the Tender document () , Viewing Corrigenda issued against the tender () , Creating Corrigendum () , Creating clone (i.e. a duplicate copy) of the tender () , and for viewing audit trail () .

The actions that can be performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

Clicking on the tender number of any tender on this page or in the pages of any other folder (except Tenders- Draft) opens the Tender Dashboard as shown below:

Tender No: epshq-Br-16 **Dept/Rly:** EPS HQ-ENGINEERING/IREPS **Closing Date/Time:** 29/01/2016 09:00

Tender Title: Construction of Type V Staff Quarters Corrig **Tender Type:** Open

Tender Status: Tender Opened

Download Tender Doc.
(Pdf)

Financial Tabulation Doc
(Pdf)

Techno-Commercial
Tabulation Doc
(Pdf)

View Tender Doc
(Interactive)

Financial Tabulation
(Interactive)

Techno-Commercial
Tabulation
(Interactive)

View Offers

Create Corrigendum

View Briefing Note

List of documents attached with the tender

S.No	File Name	Document Description
1	Venddoc2.pdf	Corrig doc 1
2	GCCJuly2014_4.pdf	GCC July 2014

Corrigenda

Details of corrigendum are shown below. However, data/details in NIT/Tender document is updated duly incorporating all corrigenda issued.

S.No	Name	Date/Time	Action
No Corrigendum Issued			

This dashboard shows the details of the documents attached with the tender, and also the list of corrigenda issued against the tender (if any). In addition, depending on the status of the tender the page displays buttons for various actions like viewing of NIT, Tabulations, Offers, Briefing Note or creation of Corrigendum etc. Clicking on any of these buttons opens the interface for the related action

Clicking on the File Name of the document listed on the page opens the relevant document. Similarly, clicking on the View document Icon () against any corrigendum in the corrigenda table opens the corrigendum letter.

4.2.3. Tenders – Pending for Opening

This link is meant to view tenders whose closing date has expired, but which have not been opened.

▪ Tenders

- Draft (Last 30 Days) +
- Live +
- Pending for Opening -

Section	Tender No.	Tender Title	Closing Date/Time	Actions
BRIDGE	abrtestLTD2PZon	Zone Contract for DLI Division...	18/12/2015 13:15	
BRIDGE	NYepshqLtd	Construction of Bridge over ri...	04/01/2016 16:00	

The Actions column of this page displays the icons for Viewing the Tender document (T), Viewing Corrigenda issued against the tender (C), Creating Corrigendum (C with pencil), Creating clone (i.e. a duplicate copy) of the tender (two people) and for viewing audit trail (magnifying glass). In case of two packet tenders it will also have the icon for viewing the decision regarding acceptance or rejection of the techno-commercial bid (D with arrow). The actions that can be performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

4.2.4. Tenders – Opened (Last 180 days)

Clicking on this link opens the page for viewing details of all such tenders which have already been opened.

▪ Tenders

- Draft (Last 30 Days) +
- Live +
- Pending for Opening +
- Opened (Last 180 Days) -

Section	Tender No.	Tender Title	Closing Date/Time	Actual Opening Date/Time	Actions
BRIDGE	wtest1202-a	Name of Work is bridge	12/02/2016 16:30	12/02/2016 17:27	
BRIDGE	XEN/BR/BL33/2015	Replacement of elastomeric bea...	08/02/2016 16:00	null	
BRIDGE	wtest0102	Name of Work is constructing b...	01/02/2016 12:00	01/02/2016 13:54	
BRIDGE	TEST290116_TEST290116_TEST	TEST tender for testing	31/01/2016 15:00	null	
BRIDGE	221215V	LHS in JBP	29/01/2016 15:00	null	

The Actions column of this page displays the icons for Viewing the Tender document (), Viewing Corrigenda issued against the tender (), Viewing Financial Tabulation Statement (), Viewing Techno-Commercial Tabulation Statement (), Viewing Offers (), Viewing Payments received against the tender (), Viewing / Editing Briefing Note (), Cloning Tender (), and Viewing Audit Trail ().

The actions that can be performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

4.2.5. **Tenders – Two Packet – Tech. Offer Under Evaluation**

This link brings up the details of two packet tenders whose Techno-Commercial offers have been opened but the decision on approval / rejection of tender bids is pending.

The screenshot shows a 'Tenders' menu with the following options: Draft (Last 30 Days), Live, Pending for Opening, Opened (Last 180 Days), and Two Packet- Tech. Offer Under Evaluation / Fin. Offer Yet to Open. Below the menu is a table with the following data:

Section	Tender No.	Tender Title	Closing Date/Time	Actions
BRIDGE	epshq-B15-16-453	Construction of new Bridge ove....	15/05/2016 11:00	

The Actions column of this page displays the icons for Approving/ Rejecting Technical Bids (), Viewing Payment Report (), and Viewing Audit Trail ().

The actions that can be performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

4.2.6. **Tenders – Finalized (Awaiting Action)**

This link is meant to display the details of tenders which have been finalized, but the Contract against the tender is yet to be issued. This link is not yet activated.

4.2.7. **Tenders – Contract issued (Last 180 Days)**

This link is meant to display the details of tenders against which Contracts have been issued during the last 180 days. This link is not yet activated.

4.2.8. **Contracts – Draft Contracts**

This link is meant to display the details of contracts which are in draft stage i.e. the contracts have not yet been published. This link is not yet activated.

4.2.9. Contracts – Published Contracts

This link is meant to display the details of Contracts which have been Issued/ Published during the last 180 days. This link is not yet activated.

4.2.10. Message – Inbox

This link displays the messages sent to the users by EPS administrator,

Inbox ☰

Note: Messages older than 3 months will not be shown here and such messages will automatically move to the deleted messages folder.

Total Messages:3 Unread Messages:2

Msg Id	Sent Date/Time	From	Subject	Action
1374920	28/01/2016 22:16	EPS Admin	NIT for EPS HQ-ENGG/IREPS, Tender Number: Pro...	
1364865	20/01/2016 11:59	EPS Admin	IREPS: Account with name "GNFC LTD-DELHI." wa...	
1364863	20/01/2016 11:58	EPS Admin	User Creation	

The Action column in this page contains view details () and Delete Message () icons.

4.2.11. Messages- Deleted (Last 30 days)

This link shows the messages that the user has deleted from his Inbox during the last 30 days.

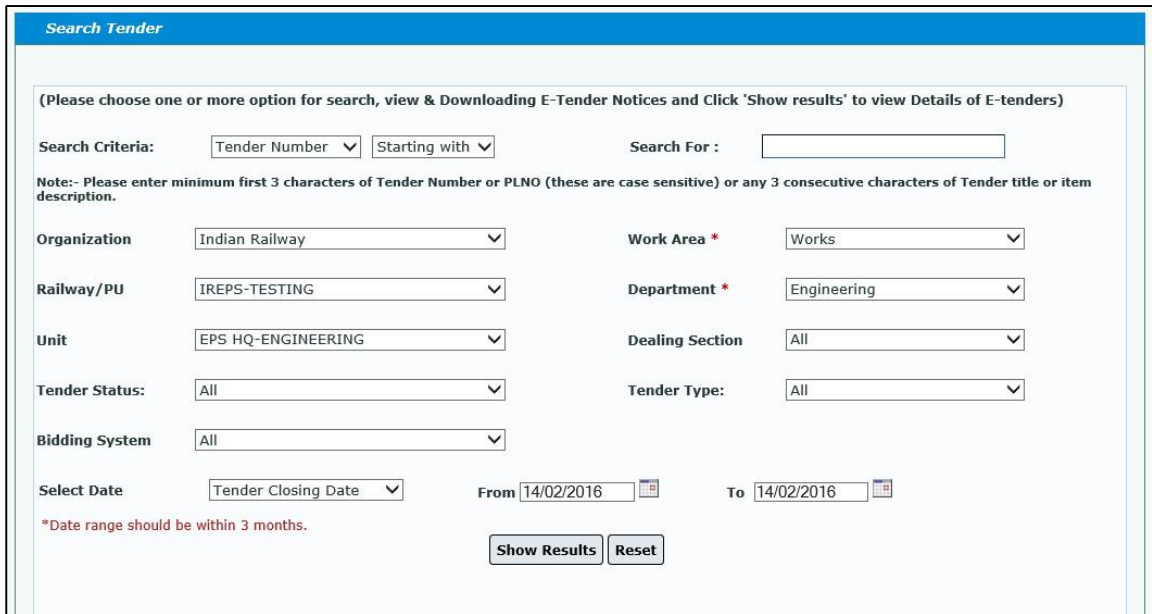
4.3. Links in the Left Navigation Block

The Left Navigation Block is divided into two sections namely Quick Links and Documents. The links provided in each of these sections are described below:

Quick Links section

4.3.1. Search Tender

This link allows the users to search tender conforming to a criteria defined by the user.



The screenshot shows the 'Search Tender' interface with the following fields and values:

- Search Criteria:** Tender Number (dropdown), Starting with (dropdown), Search For: (text input)
- Note:** Please enter minimum first 3 characters of Tender Number or PLNO (these are case sensitive) or any 3 consecutive characters of Tender title or item description.
- Organization:** Indian Railway (dropdown)
- Railway/PU:** IREPS-TESTING (dropdown)
- Unit:** EPS HQ-ENGINEERING (dropdown)
- Tender Status:** All (dropdown)
- Bidding System:** All (dropdown)
- Work Area *:** Works (dropdown)
- Department *:** Engineering (dropdown)
- Dealing Section:** All (dropdown)
- Tender Type:** All (dropdown)
- Select Date:** Tender Closing Date (dropdown)
- From:** 14/02/2016 (calendar icon)
- To:** 14/02/2016 (calendar icon)
- Footnote:** *Date range should be within 3 months.
- Buttons:** Show Results, Reset

Search Tender Page

The user has the option to search tenders based on **Tender No, Name of Work, Item Code, or Item Description** by choosing the appropriate option from the drop down field of the field **Search Criteria**. The user shall specify the search parameter in the **Search For** field. The user can also specify whether the Tender Number or Name of work etc. should be Starting with the given parameter, or should be exact match of the given parameter by choosing one of the options from **Starting with/ Equals** in the **Search Criteria** Field.

Users can also choose to search tenders pertaining to a particular Organization, Railway Zone/Production Unit, a specific unit under a Zone, a specific Dealing section (Tendering section) under the Unit, or a specific Railway Department (Engineering/ S&T/ Electrical/ Mechanical etc.) by choosing the appropriate options from the fields provided for the same.

Users can also search tenders based on the status (Published/ Tender Box Opened/ Under Evaluation etc.) by choosing suitable option in the Tender Status field.

Users can refine the search based on the Tender type (Open/ Limited/ Special Limited/ Single etc.) by selecting appropriate option in the Tender Type field. Users can choose to search tenders based on bidding system (Single packet/ Two packet) through Bidding System field.

The search can be done based on Tender Issue date or Tender Closing date, and between any two given dates to be specified by the user.

After selecting the various options, the user has to click on the Show Results button, and the tenders meeting the search criteria are displayed as shown in the screenshot below:

The search results show details of Tendering Department, Tender Number, Name of Work, Status of Tender, Tender uploading date/time, Tender Closing Date/Time, Due Days remaining for submission of bids, and the Action icons.

Tender search results 138								
Deptt./Rly. Unit	Tender No	Tender Title	Type/Bidding System	Status	Opening Date/Time	Due Date/Time	Due Days	Actions
EPS HQ-ENGINEERING/IREPS	wtest120216-b	fghfhg	Open	Published		13/02/2016 15:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	NIT-13-15-16-WE	Patney Testtt	Open	Published		13/02/2016 15:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	wtest1202-c	test23	Open	Tender Box Open	13/02/2016 14:13	13/02/2016 13:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	wtest120216-a	Name of Work of gen	Open	Under Evaluation		13/02/2016 12:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	wtest120216	aadadad for two pack	Open	Tender Box Open		12/02/2016 17:30	LAPSED	
EPS HQ-ENGINEERING/IREPS	wtest1202-b	gen	Open	Tender Box Open	12/02/2016 17:31	12/02/2016 17:30	LAPSED	
EPS HQ-ENGINEERING/IREPS	wtest1202-a	Name of Work is bridge	Open	Tender Box Open	12/02/2016 17:27	12/02/2016 16:30	LAPSED	
EPS HQ-ENGINEERING/IREPS	NIT-46-15-16-WE	Annual Maintenaces of Lawans Parks & Hedges PK Road, Central.....	Open	Tender Box Open		12/02/2016 16:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	abcdtest	Construction of ROB at EDRSD	Open	Tender Box Open		11/02/2016 15:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	05-OT-Engg-16	Repairs to road connecting to RCD, circulating area and road.....	Open	Tender Box Open		11/02/2016 12:30	LAPSED	
EPS HQ-ENGINEERING/IREPS	NIT-55-15-16-	Provision of one additional room in Type-I quarters at Saroj.....	Open	Tender Box Open		10/02/2016 15:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	123456	track renewal works	Open	Tender Box Open	12/02/2016 17:27	09/02/2016 08:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	XEN/BR/BL33/2015	Replacement of elestomeric bearing of bridge no 73.	Open	Tender Box Open		08/02/2016 16:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	nit-75-15-16-we	rovision of one additional room in Type-I quarters at Saroji.....	Open	Tender Box Open		08/02/2016 15:00	LAPSED	
EPS HQ-ENGINEERING/IREPS	NIT-25-15-16-WE	Removal of hedge cutting / grass cutting etc. from at lazet	Open	Tender Box Open		08/02/2016 15:00	LAPSED	

Depending on the status of tender different action icons may be shown for viewing tender document (), viewing corrigenda issued against the tender (), Viewing Offers received (), Viewing Techno-Commercial Tabulation statement (), Viewing Financial Tabulation Statement (), Cloning Tender (), and Viewing Audit Trail (). The actions that can be performed through these icons are described in detail in sub-section **Action Icons and their Actions** of this manual.

4.3.2. Learning Center

Learning center is the repository of all the user manual that have been published for the benefit of all the stake holders like Contractors, Railway Users, Administrators etc.

A Screen shot of the page that opens when the Learning Center link is clicked is shown below.



As can be seen, the page is divided into two sections.

The **General Section** contains the link to the trial site of IREPS as well as the manuals that are common to different modules of IREPS portal like E-Tendering for Supply Contracts, E-Tendering for Works Contracts, E-Auction for Sale etc.

The manuals specific to **E-Tendering for Works Tenders** are listed in the **E-Tender (Works)** section.

Clicking on the name of any manual opens the manual in PDF format.

4.3.3. NIT Creation

Clicking on this link brings up the interface for creation and publishing of tender document as shown below:



As can be seen from the above screenshot the page consists of a Tabs bar containing various tab names viz. NIT Header, Schedule, Item Breakup, Elig., Compliance, Documents, Firms and Pub. Tender. The active tab is shown in red color (for e.g. NIT Header tab in the above screenshot). Users can switch between the tabs by clicking on the tab name in the Tabs Bar.

✚ Users are required to fill in the details in the NIT Header tab, and save the data before they can access the other tabs

4.3.3.1. NIT Header Tab

This is the tab that opens when the user clicks on NIT Creation link (please see screenshot in the preceding para). This tab is used for filling in the general details of the tender. The mandatory fields are indicated by the symbol * against field names.

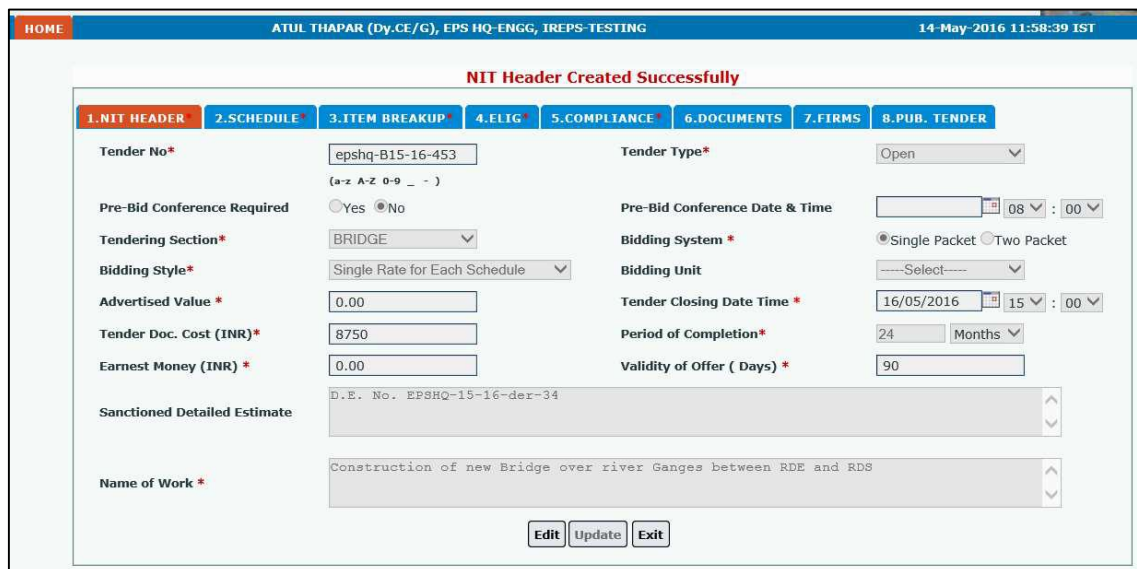
- The allowed characters in the **Tender Number** field are alphabets a – z (small & capital), numerals 0 – 9, underscore and hyphen. Maximum 25 characters are allowed in this field.
- **Tender Type** options are Open, Special Limited, Limited and Single.
- The user is required to select Yes / No radio button option against the **Pre-Bid Conference Required** field depending on whether Pre-Bid conference is to be held for the tender or not. The default value is No. Changing this to Yes activates the **Pre-Bid Conference Date & Time** field as a mandatory field.

- **Tendering Section** dropdown list displays all the tendering sections that have been assigned to the post of the logged in user. This is a mandatory field.
 - ✚ If the dropdown list is not showing any section, no tendering section has been assigned to the post occupied by the logged in user. Please ask your department admin to assign the required tendering sections to your post through Manage Posts functionality in Admin functions section of home page.
- Single Packet and Two Packet tenders can be issued by choosing the appropriate option in the **Bidding System** field.
- **Bidding Style** field is a mandatory field. The following options are available for this field:
 - **Single Rate for Tender** - This option is to be chosen when the tenderer wants the bidder to quote only one rate for the entire tender.
 - **Single Rate for Each Schedule** - This option is to be chosen when the bidder is to be allowed a separate single rate for each schedule of the tender.
 - **Single Rate for Each Schedule Item** - This option will force the bidder to quote separate rate for each individual or group item added in all the schedules of the tender.
 - **[Decision at Schedule Level]** - If this option is chosen, the tendering authority will have the option to decide separately for each Schedule at the time of Schedule creation whether he wants the bidder to quote a single rate for the entire schedule, or quote separate rate for each individual or group item added in the schedule.
- **Bidding unit** – The tendering authority can decide whether to seek rate from the bidder in terms of **above/below/at par, Rupees or Rs./Unit**. The option of Rs./Unit is available for individual items only, whereas the other two options are available if the rate is to be obtained for a group of items which may be the entire tender, entire schedule or schedule item (group).

Only in case **Single Rate for Tender** option is chosen in the **Bidding Style** field, the bidding unit field on the NIT header page becomes enabled and the Bidding unit (above/below/at par or Rs.) is to be selected from the dropdown field. If any other option is chosen in the Bidding Style field, the selection of bidding unit will be made at the time of creating the schedule or schedule item as the case may be.
- **Advertised Value** of the tender is calculated automatically when the Schedule is prepared. The user is not allowed to change this value.
- **Tender Document Cost** is a mandatory field, and the user has to enter the appropriate value in Rupees.
- **Earnest Money** is calculated automatically depending on the Advertised value. The user is not allowed to change this value.

- **Tender Closing Date Time** is a mandatory field. The date can be selected by clicking on the date tool. The Closing Time (Hours and Minutes) can be stipulated by choosing appropriate valued from the drop down list. The bidders will be able to submit their bid up to Closing date & time and after this date / time no bidding is possible. The tender can be opened any time after Closing date / time.
- ✚ There is no concept of Opening time in the IREPS application. The tendering department can open the tender immediately after the closing time, or at any time thereafter. The tendering department may incorporate suitable condition in the tender conditions to inform the bidders about the tender opening time.
- **Period of Completion** of the work can be stipulated in **Days** or **Months** by choosing appropriate option from the drop down list. This is a mandatory field.
- **Validity of Offer** is a mandatory field and the required value can be stipulated in the field in **Days**.
- **Sanctioned Detailed Estimate** is not a mandatory field. In case more than one Sanctioned Detailed Estimate is relevant to this tender, such multiple values can be entered separated by commas.
- **Name of Work** is mandatory field. Maximum 2000 characters are allowed in this field.

Please click on the **Save** button after filling in the required details. The tender details are saved as draft and a message to this effect is displayed as shown below:



The screenshot shows the IREPS application interface. At the top, there is a navigation bar with 'HOME', 'ATUL THAPAR (Dy.CE/G), EPS HQ-ENGG, IREPS-TESTING', and '14-May-2016 11:58:39 IST'. Below this, a red message box says 'NIT Header Created Successfully'. The main form is titled '1.NIT HEADER' and contains the following fields:

Tender No*	epshq-B15-16-453	Tender Type*	Open
Pre-Bid Conference Required	<input type="radio"/> Yes <input checked="" type="radio"/> No	Pre-Bid Conference Date & Time	08 : 00
Tendering Section*	BRIDGE	Bidding System *	<input checked="" type="radio"/> Single Packet <input type="radio"/> Two Packet
Bidding Style*	Single Rate for Each Schedule	Bidding Unit	---Select---
Advertised Value *	0.00	Tender Closing Date Time *	16/05/2016 15 : 00
Tender Doc. Cost (INR)*	8750	Period of Completion*	24 Months
Earnest Money (INR) *	0.00	Validity of Offer (Days) *	90
Sanctioned Detailed Estimate	D.E. No. EPSHQ-15-16-der-34		
Name of Work *	Construction of new Bridge over river Ganges between RDE and RDS		

At the bottom of the form, there are three buttons: 'Edit', 'Update', and 'Exit'.

The saved details can be edited any time before publishing the tender by clicking on **Edit** button (which is activated only after the data has been saved), modifying the required details, and clicking on **Update** button.

- ✚ Users can exit from NIT Header tab or any other tab at any point of time after saving the filled in data, and return to the tender for editing / publishing by clicking on the Edit icon (✎) in the **Tenders - Draft (Last 30 Days)** link on the Home Page.

4.3.3.2. Schedule Tab

Clicking on the **Schedule** Tab name in the Tabs Bar opens the Schedule Tab for preparing the Schedule of Requirements as shown below:

When the tab is opened for the first time, the user is presented with the Item Directory options wherein he can specify whether he will be using SOR directory and / or NS item directory for preparation of the Schedule.

Please choose **Yes** in the Use SOR Directory field if you have created and published SOR Directory through Item Directory functionality of the application, and you intend to use this Directory in this tender. Please refer to the manual **Creation and Management of SOR & NS Item Directories** for further details on this subject. If **No** option is chosen for this field, the option to create SOR Schedule will no longer be available.

Similarly, **Yes** option should be selected in the **Use NS Directory** field, if you have a published NS Directory and you intend to use the same in this tender. Even if **No** option is chosen in this field, **NS Schedule** can still be created in the tender.

After choosing the appropriate options click on the Save Directory Options. These Directory options can be changed by clicking on the Change Directory Options link that becomes available once the **Directory options** are saved (as shown below):

Once the directory options are saved, Schedules can be added to the tender, and Group of Items or Individual items can be added to these Schedules by selecting the **Add Schedule** or **Add Group / Items to Schedule** radio buttons as shown above.

✚ Group of Items or Individual items can be added to a Schedule only, and therefore it is necessary to add a Schedule before adding Group or Individual items.

To add a group select the **Add Schedule** radio button and select the type of schedule from the Schedule Type field. The available options are **SOR Schedule** and **NS Schedule**. Multiple SOR and NS Schedules can be inserted in a tender. The option SOR Schedule is available only if **Yes** option was chosen in the Use **SOR Directory** field in the **Item Directory** options.

Choosing **SOR Schedule** in the **Schedule Type** field opens the following interface:

Please add schedule code (say A, B, C ,... etc. for different Schedules), add schedule description The schedule description can be specific or generic, but should be representative

of all the individual or group items that are going to be inserted in the Schedule (this could be say **SOR Schedule** if you have only a single SOR Schedule, or **SOR1, SOR2** etc. if you have multiple SOR schedules, or say **Substructure Items, Superstructure items, Earthwork Items** etc. if the schedule pertaining to a particular category or class of items). The user is free to enter any description as per his requirement, and there is no restriction on the text to be entered in this field. In case of **SOR Schedule** it is mandatory to select the SOR directory on which the schedule is based from the dropdown list in the SOR Directory field. In case the **Bidding Style** selected in NIT header is [**Decision at Schedule Level**], the user will also have to choose the Bidding Style i.e. **Single Rate for the Schedule** or **Single Rate for Each Schedule Item** in the **Bidding Style** field.

Click on the **Save** button after filling in all the details.

This creates the SOR Schedule, which is displayed in the lower panel (Saved Schedule & Items):

The screenshot shows the 'NIT Creation - Schedule' interface. At the top, a red box highlights the message 'New Schedule Inserted'. Below this, the 'Tender No.' is 'epshq-B15-16-453' and the 'Dept/Rly.' is 'EPS HQ-ENGG/IREPS'. The 'Closing Date/Time' is '16/05/2016 15:00'. The 'Tender Title' is 'Construction of new Bridge over river Ganges between RDE and.....' and the 'Tender Type' is 'Open'. A navigation bar contains tabs for '1.NIT HEADER', '2.SCHEDULE', '3.ITEM BREAKUP', '4.ELIG', '5.COMPLIANCE', '6.DOCUMENTS', '7.FIRMS', and '8.PUB. TENDER'. The '2.SCHEDULE' tab is active. Below the navigation bar, there are options to 'Add Schedule & Items' and 'Add Group/Item to Schedule'. The 'Add Schedule' option is selected, and the 'Schedule Type' is set to 'Select'. There are 'Save', 'Reset', and 'Home' buttons. Below this, a table titled 'Saved Schedule & Items' is shown. The table has columns for SNo., Item Code, Item Qty, Qty Unit, Unit Rate, Basic Value, Escl.(%), Amount, Bidding Unit, and Action. A single row is visible, representing the newly added schedule: 'Schedule A-SOR1 (Item Directory -EPS HQ-USSOR-2010-1-Ver-1)' with an amount of 0.00 and a bidding unit of 'Above/ Below/ Par'. The 'Action' column contains edit and delete icons.

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
	Schedule A-SOR1						0.00	Above/ Below/ Par	

The Schedule so added can be deleted or Edited at any point of time till the tender is in draft mode. This is done by clicking on the Edit () or Delete () icons against the Schedule in the Action column. Deleting a Schedule will delete all the Groups or Individual Items that have been added to this Schedule. More SOR Schedules can be added by repeating the process described above. The Schedule row also displays the name of Item Directory applicable, and clicking on the same opens the Item Directory. The Bidding Unit will be displayed in this row only if a single rate is to be quoted by the bidder for the entire schedule.

An **NS Schedule** can be created in a similar manner by selecting NS Schedule in the **Schedule Type** field. **Schedule Code** and **Schedule Description** are mandatory fields and can be added in the same manner as described above for SOR Schedule creation. **NS Schedules** may

or may not be based on an **NS Directory**. In case a schedule is to be created which is based on an NS Directory (assuming that the NS directory has been created and published), please choose the Directory from the dropdown list in the NS Directory field as shown below:

Save

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
Schedule A-SOR1	(Item Directory -EPS HQ-USSOR-2010-1-Ver-1)						0.00	Above/ Below/ Par	

If it is intended to create an **NS Schedule** which is not based on an **NS Directory**, please choose the option **Not Applicable** in the **NS Directory** field. The screenshot below shows NS Schedule-B created based on an NS Directory, and NS Schedule C not based on any NS Directory.

Save

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
Schedule A-SOR1	(Item Directory -EPS HQ-USSOR-2010-1-Ver-1)						0.00	Above/ Below/ Par	
Schedule B-NS1	(Item Directory - EPS HQ-ENGG-NS-Ver-1)						0.00	Above/ Below/ Par	
Schedule C-NS2	(Item Directory - Not Applicable)						0.00		

Once Schedules are created, one can add group of items (chapters etc.)/ Individual items to these schedules by selecting the **Add Group/Item to Schedule** radio button as shown below:

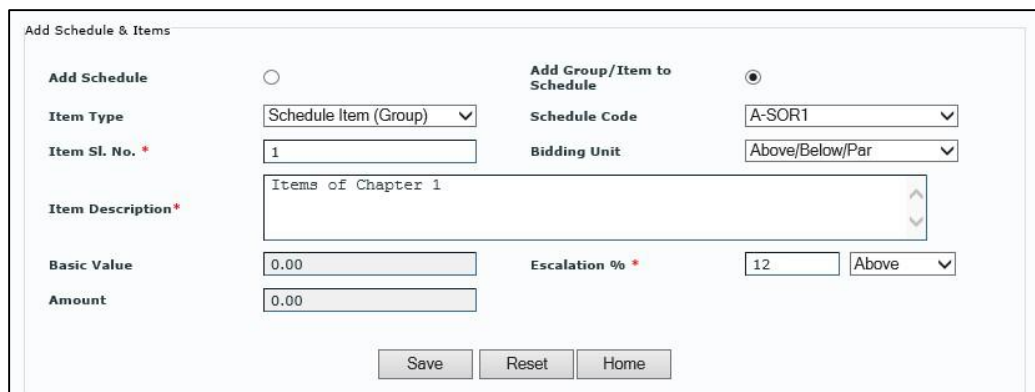
Save

The following choices are available for Item Type

- **Schedule Item (Group):** This is to be selected for adding group of items to a schedule. For e.g. this will be the suitable choice if you want to add Chapters or Item Groups to a Schedule. It is mandatory to specify the items that are included in the group by selecting the items from the Item Directory (if the Schedule is based on an Item Directory) or by manually entering the item details (if the Schedule is not based on any Item directory). This is done through the **Item Breakup** tab. The procedure for the same is described in subsequent para. In case the selected option for bidding style is **Single Rate for Each Schedule Item**, the bidder will have to quote a single rate for the entire chapter or group.
- **Schedule Item (Individual):** This option is to be selected if an individual item is to be added to the Schedule, and rate is to be obtained from the bidder for this individual item. This item can be selected from an Item Directory (if the Schedule is based on an Item Directory) or by manually entering the item details (if the Schedule is not based on any Item directory).
- **Schedule Item (LumpSum):** This option is to be selected if a Chapter is to be added to the Schedule without specifying the items. In this case the total value of the work to be executed against this chapter is mentioned without naming individual items of the chapter. This option will be relevant for Zonal Contracts.

To add a chapter or group of items to a **Schedule**, one has to choose **Schedule Item (Group)** in the Item Type field.

- Choose the **Schedule** to which the Group is to be added from the **Schedule Code** field. The dropdown list of this field shows all the schedules that have been added to the tender.
- Add **Item Serial Number** (1, 2 3, ... etc.). Item serial number cannot be repeated in a Schedule.
- Add **Item description** (for e.g. Items of Chapter 1 or Earthwork items etc.)
- The **Bidding Unit** can be edited here only if the Bidding style is **Single Rate for Each Schedule Item**, the available options for Schedule Item (Group) being **Above/Below/Par** or **Rs**. The bidder will have to quote his rate accordingly.



- The **Basic Value** of the group will be calculated automatically by adding the basic value of all items of the group, as and when items are added to the group.
- Enter the **Escalation %age** that is to be applied to this basic value to calculate the Advertised Value (or Estimated Value). Please choose **Above, Below** or **Par** options from the dropdown list depending on whether the escalation is positive, negative or Zero.
- The **Amount** (or total value) of this group is calculated automatically by applying the Escalation % to the Basic Value.

Clicking on the **Save** button adds the Group to the selected Schedule (as shown below).

Add Schedule & Items

Add Schedule Add Group/Item to Schedule

Item Type: Schedule Code:

Item Sl. No. *: Bidding Unit:

Item Description*:

Basic Value *: Escalation % *:

Amount:

Saved Schedule & Items

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action		
Schedule A-SOR1 (Item Directory -EPS HQ-USSOR-2010-1-Ver-1)									0.00	Above/ Below/ Par	
1	View Details				0.00	10.00	0.00				
Description : Items of Chapter 1											
Schedule B-NS1 (Item Directory - EPS HQ-ENGG-NS-Ver-1)									0.00	Above/ Below/ Par	
Schedule C-NS2 (Item Directory - Not Applicable)									0.00		

The Group so added can be Edited or Deleted by clicking on the suitable icon appearing against the Group in the Action Column. After items are added to the group through Item Breakup Tab these items can be viewed by clicking on the **View Details** link in the same row. The steps described above can be repeated for adding more groups to the Schedules.

To add **Schedule Item (Individual)** to a Schedule, choose suitable option in the **Item Type** field.

If the Schedule is based on an **Item Directory**, the following interface will be presented:

Add Schedule & Items

Add Schedule
 Add Group/Item to Schedule

Item Type:
 Schedule Code:

Item Sl. No. *

- Add **Item Serial Number** (1, 2 3, ... etc.). Item serial number cannot be repeated in a Schedule.
- Click on **Add** button to pick the item from the Item Directory on which the Schedule is based. This will open the Item Directory as shown below:

• Please select Chapter to add items.

Sch Item Desc : A-SOR1

Category

SOR EPSHQ-USSOR-2010-Ver-1 Chapter

Items

Code	Description
010000	Earth Work
020000	Carriage of Materials
030000	Plain Concrete
040000	Reinforced Cement Concrete
050000	Brick Work

- Select the Chapter from which you want to pick the item. The items of the chapter will be displayed as shown below:

Category

SOR EPSHQ-USSOR-2010-Ver-1 Chapter

Items

Code	Description	Unit	Rate(Rs.)	Action
010000	Earth Work			
011000	EARTHWORK WITH DEFINED LEAD			
011020	Extra over 011010 when controlled blasting is required and is carried out with approval of Engineer.	cum	83.92	<input type="button" value="Add"/>
011030	Extra over items 011010 for spreading and finishing of fill material on embankment by manual means in accordance with specifications	cum	94.08	<input type="button" value="Add"/>
011040	Extra for manual compaction of earthwork, where permitted, with rammers	cum	5.71	<input type="button" value="Add"/>
011050	Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks :			
011051	for every 50 m or part thereof - lead over 50m and upto 150m	cum	10.74	<input type="button" value="Add"/>
011052	for every 50m or part thereof - lead over 150m and upto 500m	cum	8.5	<input type="button" value="Add"/>
011060	Extra for Crossing of railway track (each track). Note : This item is payable only where crossing of operational lines is involved	Each Track	10% per track	
011070	Extra for every additional lift of 1.5m or part thereof, after the initial 1.5m, for earth work in all soils	cum	8.01	<input type="button" value="Add"/>
012000	EARTH WORK IN BUILDINGS			

- Click on the Add button against the item to be added to the Schedule. This brings up the following interface:

Add Schedule & Items

Add Schedule Add Group/Item to Schedule

Item Type:

 Schedule Code:

Item Sl. No. * :
 Bidding Unit:

Item Code * :
 Rate (Rs./Unit):

Item Description * :

Item Qty * :
 Qty Unit:

Basic Value:
 Escalation % * :

Amount:

- As can be seen from above screenshot, the details which were available in the Item directory are already inserted. In case the bidding style is **Single Rate for Each Schedule Item** the bidding unit Above/Below/Par is selected by default, which can be changed to Rs./Unit if the rate is to be obtained from bidder in that manner.
- Please enter Item Quantity and Escalation percentage, and click on the Save button to save the details. This will add the Individual item to the selected Schedule as shown below:

Add Schedule & Items

Add Schedule Add Group/Item to Schedule

Item Type:

Saved Schedule & Items

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
Schedule A-SOR1 (Item Directory -EPS HQ-USSOR-2010-1-Ver-1)							1023778.05	Above/ Below/ Par	
1	View Details				0.00	10.00	0.00		
	Description : Items of Chapter 1								
2	031011	546.34	cum	1972.51	1077661.11	(-) 5.00	1023778.05		
	Description : Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto Plinth level : 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)								
Schedule B-NS1 (Item Directory - EPS HQ-ENGG-NS-Ver-1)							0.00	Above/ Below/ Par	
Schedule C-NS2 (Item Directory - Not Applicable)							0.00		

To add **Schedule Item (Individual)** to a **Schedule** which is not based on an Item Directory, choose suitable option in the **Item Type** field, which will open the following interface

Add Schedule & Items

Add Schedule
 Add Group/Item to Schedule

Item Type
 Schedule Code

Item Sl. No. *
 Bidding Unit

Item Code *
 Rate (Rs/Unit)

Item Description *

Item Qty *
 Qty Unit

Basic Value
 Escalation % *

Amount

- Please add all the required details, and click on the Save button to save the data.

✚ If a standard code has not been allotted to the item, the Item Serial Number can be repeated in the Item Code field.

Clicking on the Save button will add the item to the selected schedule as shown below:

Add Schedule & Items

Add Schedule
 Add Group/Item to Schedule

Item Type

Saved Schedule & Items

SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
Schedule A-SOR1 (Item Directory -EPS HQ-USSOR-2010-1-Ver-1)							1023778.05	Above/ Below/ Par	
1	View Details				0.00	10.00	0.00		
	Description : Items of Chapter 1								
2	031011	546.34	cum	1972.51	1077661.11	(-) 5.00	1023778.05		
	Description : Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto Plinth level : 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)								
Schedule B-NS1 (Item Directory - EPS HQ-ENGG-NS-Ver-1)							0.00	Above/ Below/ Par	
Schedule C-NS2 (Item Directory - Not Applicable)							666192.65		
1	1	238.91	cum	2534.97	605629.68	10.00	666192.65	Above/ Below/ Par	
	Description : Providing, hoisting and fixing in position M25 Grade Reinforced cement concrete in Precast standard Platform wall sections, including the cost of centering, shuttering, finishing, Admixtures in recommended proportion (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability but excluding the cost of cement and steel reinforcement, as per approved plan & as per direction of the Engineer incharge.								

The Individual item so added can be Edited or Deleted by clicking on the suitable icon appearing against the Group in the Action Column.

To add a LumpSum Item to a **Schedule**, choose **Schedule Item (LumpSum)** in the Item Type field. This will bring up the following interface:

Add Schedule & Items

Add Schedule
 Add Group/Item to Schedule

Item Type:
 Schedule Code:

Item Sl. No. * :
 Bidding Unit:

Item Description * :

Basic Value:
 Escalation % * :

Amount:

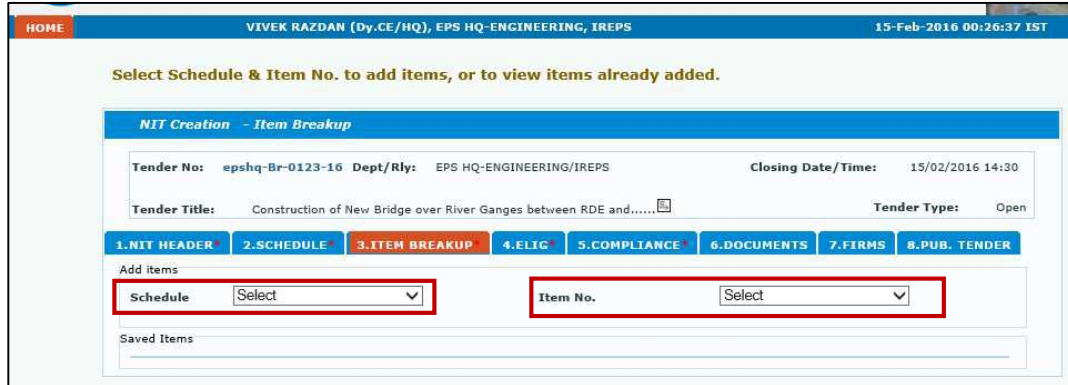
As can be seen from the above screenshot, the interface is quite similar to the one for adding Schedule Item (Group), except that the **Basic Value** in this case can be added directly. Further, there will be no option to add items to this group / chapter

- Fill in/Select the required details, and click on the **Save** button to add the item to the Schedule as shown below.

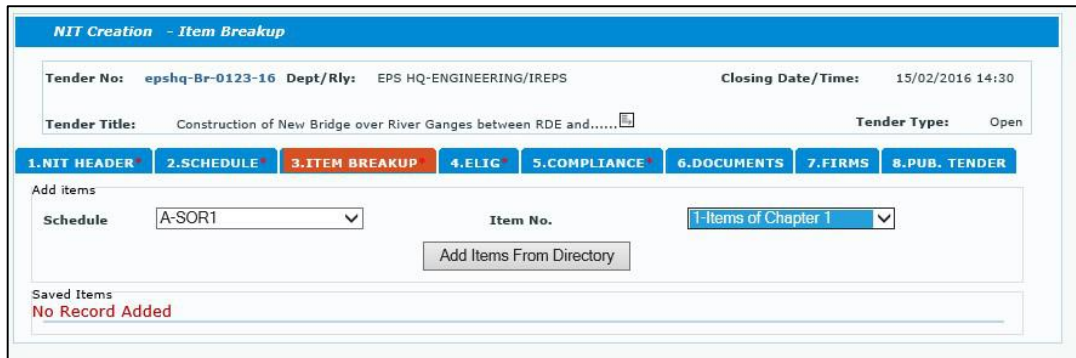
Saved Schedule & Items										
SNo.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action	
Schedule A-SOR1 (Item Directory -EPS HQ-USSOR-2010-1-Ver-1)							11823778.05	Above/ Below/ Par		
View Details							0.00	10.00	0.00	
1	Description : Items of Chapter 1									
2	031011	546.34	cum	1972.51	1077661.11	(-) 5.00	1023778.05			
Description : Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto Plinth level : 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)										
3	LumpSum			10000000.00	8.00	10800000.00				
Description : Items of Chapter 14										
Schedule B-NS1 (Item Directory - EPS HQ-ENGG-NS-Ver-1)							0.00	Above/ Below/ Par		
Schedule C-NS2 (Item Directory - Not Applicable)							666192.65			
1	1	238.91	cum	2534.97	605629.68	10.00	666192.65	Above/ Below/ Par		
Description : Providing, hoisting and fixing in position M25 Grade Reinforced cement concrete in Precast standard Platform wall sections, including the cost of centering, shuttering, finishing, finishing, Admixtures in recommended proportion (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability but excluding the cost of cement and steel reinforcement, as per approved plan & as per direction of the Engineer incharge.										

4.3.3.3. Item Breakup Tab

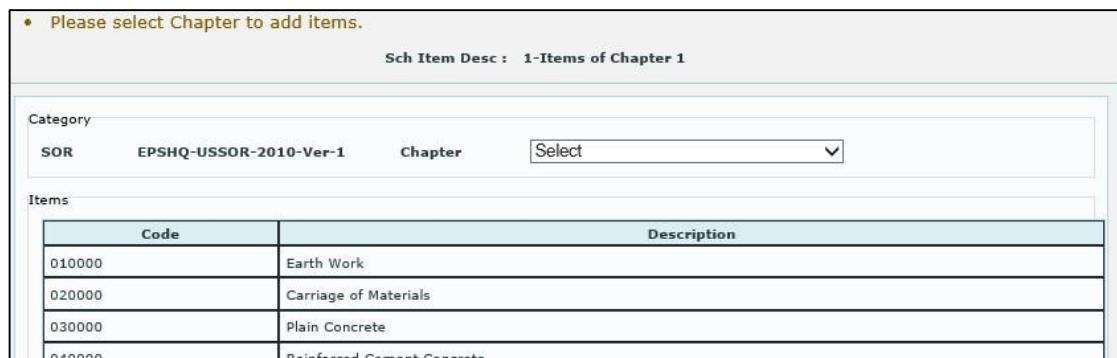
Clicking on the Item Breakup tab name in the Tabs Bar opens the Item Breakup Tab for adding items to the Groups added to the various Schedules through the Schedule Tab.



The Schedule and the Item Group to which items are to be added are required to be selected from the dropdown lists in the **Schedule** and **Item No.** fields as shown above. If any item was added to the selected item group previously, the same is displayed in the lower pane, otherwise **No Record Added** message is displayed.



If the selected Schedule is based on an Item Directory (SOR or NS), the user can pick items to be added by clicking on **Add Items From Directory** button. This brings up the Chapter list of the Item Directory linked to the selected Schedule as shown below:



Selecting any chapter from the dropdown list of Chapter field lists the items of the chapter.

Category				
SOR	EPSHQ-USSOR-2010-Ver-1	Chapter	01-Earth Work	
Items				
Code	Description	Unit	Rate(Rs.)	<input type="checkbox"/>
010000	Earth Work			
011000	EARTHWORK WITH DEFINED LEAD			
011020	Extra over 011010 when controlled blasting is required and is carried out with approval of Engineer.	cum	83.92	<input type="checkbox"/>
011030	Extra over items 011010 for spreading and finishing of fill material on embankment by manual means in accordance with specifications	cum	94.08	<input type="checkbox"/>
011040	Extra for manual compaction of earthwork, where permitted, with rammers	cum	5.71	<input type="checkbox"/>
011050	Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks :			
011051	for every 50 m or part thereof - lead over 50m and upto 150m	cum	10.74	<input type="checkbox"/>
011052	for every 50m or part thereof - lead over 150m and upto 500m	cum	8.5	<input type="checkbox"/>
011060	Extra for Crossing of railway track (each track). Note : This item is payable only	Each Track	1000 per track	<input type="checkbox"/>

Each item in the items list has a check box against it. To add an item, the check box against the item has to be selected. Multiple Item selection is allowed as shown in the screenshot below.

014060	accordance with RDSO's guidelines for application of Jute Geotextile in Railway embankments and hill slopes no. RDSO/2007/GE:G-0008 or its subsequent versions, including incidental earthwork and fixing arrangements			<input type="checkbox"/>
014061	With G3 - Type 1	100 Sqm	3232.11	<input checked="" type="checkbox"/>
014062	With G3 - Type 2	100 Sqm	3854.09	<input checked="" type="checkbox"/>
014063	With G3 - Type 3	100 Sqm	5067.57	<input type="checkbox"/>
014070	Cleaning out silt from bed of reservoir/canals including 50m lead and lift upto 1.5 m	10 cum	533.48	<input type="checkbox"/>
014080	Cleaning side drains in cuttings by the side of track (Kutchra or Pucca) including disposal of the debris, soil, muck etc. as directed by the engineer. Note - Rates are for disposal at the end of cutting. Disposal of debris/soil/muck beyond end of cutting to be paid for under relevant lead item.			
014081	lead within cutting is up to 50 m	cum	92.1	<input checked="" type="checkbox"/>
014082	lead within cutting is over 50 m and up to 200 m - for every 50 m or part thereof	cum	28.7	<input checked="" type="checkbox"/>
014083	lead within cutting exceeds 200 m - for every 100 m or part thereof	cum	28.7	<input checked="" type="checkbox"/>
014090	Earth work in embankment from Railway land for repairing of cess/formation/level crossing, rain cuts etc. to make the surface to the desired level and slope to the entire satisfaction of Engineer-in-charge. The rate will include free lead upto 200 M, all lifts, descends, ascends, crossing of track/road/nallah etc. including breaking of clods etc and compaction by rollers/rammers/temping rods etc. Note - This item is only to be paid when specially ordered in writing.	cum	70.67	<input type="checkbox"/>
014100	Extra rate for quantities of works executed. Note - The extra percentage rate is applicable in respect of each item, but limited to quantities of work executed in these difficult conditions.			
014101	In or under water and/or liquid mud, including pumping out water as required. Note - In or under water means locations/levels where there is continuous ingress of water.	cum	20%	
014102	In or under foul position, including pumping out water as required. Note - Foul position means filthy and unhygienic conditions where physical movements are hampered such as soil mixed with sewage or night-soil.	cum	25%	
014110	Providing and removing barricading with the help of portable fencing along the running track where the work is to be done in close vicinity of the track. Fencing shall consist of self supporting steel angles of size 50 x50x6mm, 1.5m long provided with hooks etc. and embedded in CC 1:2:4 block of size 0.23x0.23x0.23M placed at c/c distance of 2.0 M along the track. 12 mm dia rods in three horizontal layers tack welded with the angle posts including providing Retro-reflective tapes in Horizontal & vertical direction. Note : Released material will be the property of the contractor after the completion of work. Cost of cement to be paid separately.	Metre	382.62	<input checked="" type="checkbox"/>
014120	Supplying and laying of Biaxial Geo-grid, made from virgin high density polypropylene, having aperture size of 65mmx 65mm and ultimate tensile strength of 30 kN/m with minimum junction efficiency of 95% & minimum radial stiffness of 350 kN/m (@0.5% strain) and laying below ballast over formation, including transportation, contractor's labour, lead and lift complete as per directions of Engineer-in-charge	Sqm	256.46	<input checked="" type="checkbox"/>
014130	Supplying and laying of Woven Geotextile made from polypropylene multifilament yarn, having minimum mass of 220 GSM & ultimate tensile strength of 40 kN/m with puncture resistance of 600 N and apparent opening size of 150 microns and laying at interface of sub-grade and blanketing layer, including transportation, contractor's labour, lead and lift complete as per directions of Engineer-in-charge	Sqm	99.54	<input type="checkbox"/>
<input type="button" value="Save"/> <input type="button" value="Reset"/> <input type="button" value="Exit"/>				

The user can select as many items as required. Clicking on the **Save** button at the bottom of the list adds the selected items to the Item Group.

The user is allowed to delete the selected items, or to add more items to the group at any point of time. The procedure for the same is described in subsequent paras.

The items added to the group are displayed in the lower pane, and shown in the screenshot below:

1.NIT HEADER
2.SCHEDULE
3.ITEM BREAKUP
4.ELIG
5.COMPLIANCE
6.DOCUMENTS
7.FIRMS
8.PUB. TENDER

Add items

Schedule: Item No.:

Saved Items

S.No.	Items Code	Description of Items	Unit	Qty	Rate	Amount	<input type="checkbox"/>
		Extra for planking and strutting, if required to be left permanently in position (face area of the timber permanently left to be measured)					
1	012091	In open timbering	Sqm	<input type="text" value="0.00"/>	512.39	<input type="text" value="0.00"/>	<input type="checkbox"/>
2	012092	In close timbering	Sqm	<input type="text" value="0.00"/>	1001.58	<input type="text" value="0.00"/>	<input type="checkbox"/>
		Earthwork in cutting (Classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, machine and materials and removing & leading all cut spoils either to make spoil dumps beyond 10m. from cutting edge or for filling in embankment with all leads within the section limit, lifts, ascent, descent, loading, unloading, all taxes/royalty, clearance of site and all incidental charges, bailing & pumping out water if required, etc., complete as per directions of the Engineer-in-Charge. The work is to be executed as per Latest / updated edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special conditions of contract					
3	013111	In all conditions and classifications of soil except rock	cum	<input type="text" value="0.00"/>	140.57	<input type="text" value="0.00"/>	<input type="checkbox"/>
4	013112	Soft rock not requiring blasting in all Conditions	cum	<input type="text" value="0.00"/>	219.65	<input type="text" value="0.00"/>	<input type="checkbox"/>

As can be seen from the image above, the quantity and amount shown against the items is Nil. Selecting the check box against any item activates the quantity field of the item, and the required quantity can now be entered in this field.

		left permanently in position (face area of the timber permanently left to be measured)					
1	012091	In open timbering	Sqm	<input style="border: 2px solid red;" type="text" value="0.00"/>	512.39	<input type="text" value="0.00"/>	<input checked="" type="checkbox"/>
2	012092	In close timbering	Sqm	<input style="border: 2px solid red;" type="text" value="0.00"/>	1001.58	<input type="text" value="0.00"/>	<input checked="" type="checkbox"/>
		Earthwork in cutting (Classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, machine and materials and removing & leading all cut spoils either to make spoil dumps beyond 10m. from cutting edge or for filling in embankment with all leads within the section limit, lifts, ascent, descent, loading, unloading, all taxes/royalty, clearance of site and all incidental charges, bailing & pumping out water if required, etc., complete as per directions of the Engineer-in-Charge. The work is to be executed as per Latest / updated edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special conditions of contract					
3	013111	In all conditions and classifications of soil except rock	cum	<input type="text" value="0.00"/>	140.57	<input type="text" value="0.00"/>	<input type="checkbox"/>

Clicking on the Check box in the header row activates the quantity field of all the items at once as shown below.

Saved Items							
S.No.	Items Code	Description of Items	Unit	Qty	Rate	Amount	<input checked="" type="checkbox"/>
		Extra for planking and strutting, if required to be left permanently in position (face area of the timber permanently left to be measured)					
1	012091	In open timbering	Sqm	<input type="text" value="453.00"/>	512.39	232112.67	<input checked="" type="checkbox"/>
2	012092	In close timbering	Sqm	<input type="text" value="22.34"/>	1001.58	22375.30	<input checked="" type="checkbox"/>
		Earthwork in cutting (Classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, machine and materials and removing & leading all cut spoils either to make spoil dumps beyond 10m. from cutting edge or for filling in embankment with all leads within the section limit, lifts, ascent, descent, loading, unloading, all taxes/royalty, clearance of site and all incidental charges, bailing & pumping out water if required, etc., complete as per directions of the Engineer-in-Charge. The work is to be executed as per Latest / updated edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special conditions of contract					
3	013111	In all conditions and classifications of soil except rock	cum	<input type="text" value="452.00"/>	140.57	63537.64	<input checked="" type="checkbox"/>
4	013112	Soft rock not requiring blasting in all Conditions	cum	<input type="text" value="66.00"/>	219.65	14496.90	<input checked="" type="checkbox"/>
Total Amount						332522.51	
<input type="button" value="Update Selected Items"/> <input type="button" value="Delete Selected Items"/> <input type="button" value="Reset"/> <input type="button" value="Home"/>							

Up to two decimal places are allowed in the quantity field. The basic values (amount) of items is calculated automatically based on quantity and basic rate. After entering the required quantities for all the items, the user has to click on the **Update Selected Items** at the bottom of the page to save the data.

Saved Items							
S.No.	Items Code	Description of Items	Unit	Qty	Rate	Amount	<input type="checkbox"/>
		Extra for planking and strutting, if required to be left permanently in position (face area of the timber permanently left to be measured)					
1	012091	In open timbering	Sqm	<input type="text" value="453.00"/>	512.39	232112.67	<input type="checkbox"/>
2	012092	In close timbering	Sqm	<input type="text" value="22.34"/>	1001.58	22375.30	<input type="checkbox"/>
		Earthwork in cutting (Classified) in formation, trolley refuges, side drains, level crossing approaches, platforms, catch water drains, diversion of nallah & finishing to required dimension and slopes to obtain a neat appearance to standard profile inclusive of all labour, machine and materials and removing & leading all cut spoils either to make spoil dumps beyond 10m. from cutting edge or for filling in embankment with all leads within the section limit, lifts, ascent, descent, loading, unloading, all taxes/royalty, clearance of site and all incidental charges, bailing & pumping out water if required, etc., complete as per directions of the Engineer-in-Charge. The work is to be executed as per Latest / updated edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow. Cut trees shall be property of Railways and to be deposited in the railway godown unless specified otherwise in the Special conditions of contract					
3	013111	In all conditions and classifications of soil except rock	cum	<input type="text" value="452.00"/>	140.57	63537.64	<input type="checkbox"/>
4	013112	Soft rock not requiring blasting in all Conditions	cum	<input type="text" value="66.00"/>	219.65	14496.90	<input type="checkbox"/>
Total Amount						332522.51	
<input type="button" value="Update Selected Items"/> <input type="button" value="Delete Selected Items"/> <input type="button" value="Reset"/> <input type="button" value="Home"/>							

The user can modify the quantity of any item by selecting the corresponding check box, and entering the required value. Any of the item added to a group can be deleted by selecting the check box against the item and clicking on **Delete Selected Items** button at the bottom of the page. Multiple deletions are allowed. More items can be added to the group (from the same/ different chapter) by clicking on the **Add Items From Directory** button again.

Multiple Insertion of the Same Item in Schedule Item (Group)

Under normal circumstances an item can be added from the Item Directory in a Schedule Item (Group) only once. However, if there are multiple rate slabs within an item, multiple insertion of the same item may be required. Please consider the item with item code 011051 of USSOR-2010 (Engg. Deptt.):

Description	Rate (Rs.)
Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks - for every 50 m or part thereof - lead over 50m and up to 150m.	10.74

As can be seen this item is applicable for lead between 50 metre and 150 metre, however the rate is defined for every 50 meter extra lead. This means that for lead between 50 metre and 100 metre the rate is Rs.10.74 per Cu.m, and for lead between 100 metre and 150 metre the effective rate is $Rs.10.74 \times 2 = Rs.21.48$ per Cu.m.

Assuming that the estimated quantities with lead between 50 meter and 100 metre is 1000 Cu.m, and the quantities with lead between 100 metre and 150 metre is 3000 Cu.m, the total amount works out to

$$1000 \times 10.74 + 3000 \times 10.74 \times 2 = Rs.75,180/-$$

As per the traditional approach the rate is kept the same, but the quantity is worked out as $(1000 + 3000 \times 2 = 7000 \text{ Cu.m.})$, which would give us the same amount.

In this case the tender schedule would show the item as

Item No	Description	Quantity	Rate (Rs.)
011051	Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks - for every 50 m or part thereof - lead over 50m and up to 150m.	7000 Cu.m	10.74

As can be seen, in this case the quantity breakup for different rate slabs within the item is not available.

In addition to the traditional approach, the IREPS application also allows the user to insert and display the quantities in the following manner

Item No	Description	Quantity	Rate (Rs.)
011051 (x1)	Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks - for every 50 m or part thereof - lead over 50m and up to 150m. (for lead between 50 metre and 100 metre)	1000 Cu.m	10.74
011051 (x2)	Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks - for every 50 m or part thereof - lead over 50m and up to 150m. (for lead between 50 metre and 100 metre)	3000 Cu.m	21.48

This can be achieved by clicking on the + sign against the item in the Item Breakup tab, which would open the following interface:

- ✚ The + sign for exercising this option will appear in the item breakup tab if and only if the department admin while creating the item directory has selected the option 'Yes' in the 'Multiple Allow' field.

011051 : for every 50 m or part thereof - lead over 50m and upto 150m

Rate Multiplication Factor * Item Qty

Remarks

The remarks required in the description field (for e.g. 'for lead between 100 metre and 150 metre) can be entered in the Remarks field, the rate multiplication factor by which the rate is to be multiplied (for e.g. '2' in the example given above for lead between 100 meter and 150 metre) can be entered in the Rate Multiplication factor field, and the Item Quantity has to be added in the Item Qty. field. Clicking on the Submit button will insert the item in the item breakup with suitable remarks and rate. The screenshot for this scenario is displayed below.

Saved Items							
S.No.	Items Code	Description of Items	Unit	Qty	Rate	Amount	<input type="checkbox"/>
		Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks :					
1	011051	for every 50 m or part thereof - lead over 50m and upto 150m (for lead between 50 metre and 100 metre)	cum	<input type="text" value="1000.00"/>	10.74	<input type="text" value="10740.00"/>	<input type="checkbox"/> ✚
2	011051 (X2)	for every 50 m or part thereof - lead over 50m and upto 150m (for lead between 100 metre and 150 metre)	cum	<input type="text" value="3000.00"/>	21.48	<input type="text" value="64440.00"/>	<input type="checkbox"/>

Adding items to Groups belonging to Schedules which are *not based on an Item Directory* is done in the following manner. Selecting such a Schedule and Item Group brings up the following interface.

The screenshot shows the 'Add items' form with the following fields and values:

- Schedule:** C-NS2
- Item No.:** 2-Misc Items
- Item Code *:** (Empty)
- Item Description:** (Empty)
- Item Qty *:** 0.00
- Qty Unit:** Select
- Rate:** 0.00
- Amount:** 0.00

Buttons: Save Item, Update, Reset

As is evident from above screenshot, the items are to be added in this case by entering (or selecting from dropdown list) the required details directly.

The screenshot shows the 'Add items' form with the following fields and values:

- Schedule:** C-NS2
- Item No.:** 2-Misc Items
- Item Code *:** 1
- Item Description:** Special type of Masonary
- Item Qty *:** 234.65
- Qty Unit:** Sqm
- Rate:** 4534.90
- Amount:** 1064114.29

Buttons: Save Item, Update, Reset

Clicking on the **Save** Item button saves the data so entered, and the same is displayed in the lower pane on the page.

The screenshot shows the 'Saved Items' table with the following data:

S.No.	Items Code	Description of Items	Unit	Qty	Rate	Amount	
1	1	Special type of Masonary	Sqm	234.65	4534.90	1064114.29	<input type="checkbox"/>
Total Amount						1064114.29	

Buttons: Update Selected Items, Delete Selected Items, Reset, Home

The steps mentioned above can be repeated to add as many items to the group as required. Any of the items so added can be deleted by selecting the check box against the item and clicking on the Delete Selected Items button. The items can be edited by clicking on the **Edit icon** against the item.

4.3.3.4. Elig. Tab

This tab is meant to add eligibility conditions in the tender document. If the **Standard Technical Criteria** and the **Standard Financial Eligibility Criteria** have been added to the Condition Master by the department admin, then these can be inserted directly in the tender document by clicking on the **Insert Standard Financial Criteria** and **Insert Standard Technical Criteria** links provided on the page (please see screenshot below).

Inserting Standard Financial & Technical Criteria

Special Financial Criteria and **Special Technical Criteria** can also be added by choosing the suitable option from the dropdown list in the Condition Type field, and entering the condition in the Description field as shown below:

Adding Special Financial or Technical Criteria

As can be seen from the above image, there are three more fields viz. **Confirmation Required, Remarks Allowed** and **Documents Uploading**. These are described in detail below.



Confirmation Required

This feature gives the tendering department the option to seek specific response from the bidder his compliance with the given condition.

The two options that are available to the tendering department for this field are **Yes** and **No**.

✚ Yes option should be chosen for a condition only if the compliance is not mandatory. If compliance of the condition being added is absolutely mandatory, the option No should be selected.

If **Yes** option is chosen, the bidder while submitting his bid will be presented with radio buttons against the condition with options Yes & No, and he has to choose the appropriate button to confirm whether he complies with the condition or not (please see image below)

description	Complied	Remarks	Actions
Please provide your bank details to facilitate payment through T.S.	<input type="radio"/> Yes <input type="radio"/> No		
Please give full details of the Constitution of the firm/JV/Company/Society etc. and also submit relevant documents as applicable, by uploading the relevant documents in accordance with clause 2.2.6 of Instructions to Tenderers. Non-Submission of these documents shall render the offer liable to be rejected.	<input type="radio"/> Yes <input type="radio"/> No		

Since in case of Eligibility conditions No option from the bidder is not acceptable, and the bidder has to necessary comply with the eligibility condition stipulated in the tender, hence there is no point in asking the bidder whether he complies with the condition or not. Hence the default value for **Compliance Required** field is **No**. The field has been disabled and thus the tendering department is not allowed to change this selection.

Apart from Eligibility Conditions, this feature is also available for other type of conditions (which can be added through Compliance Tab, as discussed in subsequent para), and the feature may be of use in some of these conditions.

Remarks Allowed

This feature allows the tendering department to seek remarks from the bidder against a given condition. The two options that are available to the tendering department for this field are **Yes** and **No**.

If **Yes** option is chosen for this field, the bidder while submitting his bid will be presented with an input field to enter his remarks (please see image above). As compliance of

eligibility conditions is mandatory and deviations are not allowed for these conditions, there is no point in allowing the bidder to enter his remarks for these conditions. Hence the default value for **Remarks Allowed** field is **No**. The field has been disabled and thus the tendering department is not allowed to change this selection.

Documents Allowed:

This feature allow the tendering department to seek uploading of document relevant to the condition in a controlled manner. The options available against this field are **Not Allowed**, **Allowed (Optional)** and **Allowed (Mandatory)**.

If **Not Allowed** option is selected, the bidder will not have the option to upload document against the given condition. If **Allowed (Optional)** option is selected, the bidder is allowed to upload documents against the condition, if he so desires, however uploading of documents against the condition is not mandatory.

If **Allowed (Mandatory)** option is selected, the bidder has to necessarily submit at least one document against the condition, without which he will not be able to submit his bid. Mandatory document uploading condition is presented to the bidder through the icon () as shown in the image in previous para. Optional document uploading condition is presented to the bidder through the icon ().

Since the bidder has to necessarily submit documents against the eligibility conditions, the default value for this field in case of eligibility conditions is Allowed (Mandatory). The field has been disabled and thus the tendering department is not allowed to change this selection.

Definition of Similar Work: This can be added to the Technical Criteria (Standard or Special) by clicking on the icon in the Action Column.

Insert Standard Financial Criteria
Insert Standard Technical Criteria

Standard Technical Criteria

#	Description	Confirmation Required	Remarks Allowed	Documents Uploading	Action
1	As a proof of technical experience/competence, the tenderer should have physically completed successfully at least one similar single work for a minimum value of 35 percent of advertised tender value, inclusive of the cost of cement and steel, in last three financial years i.e. current financial year and three previous financial years up to the date of opening of the tender.	No	No	Allowed (Mandatory)	

Standard Financial Criteria

#	Description	Confirmation Required	Remarks Allowed	Documents Uploading	Action
1	As a proof of sufficient financial capacity and organizational resources, tenderer[s] should have received the total payments against satisfactory execution of all completed/ongoing works of all types not confined to only similar works during the last three financial years and in the current financial year upto the date of opening of the tender of a value not less than 150 percent of the advertised cost of work including the cost of cement and steel.	No	No	Allowed (Mandatory)	

Clicking on this icon bring up the interface for picking the Definition of Similar Work from the Condition Master as shown below:

S No.	Description Of Work	Definition of Similar Nature Work	Auto Insert	Actions
1	Building Work- Construction of buildings/quarters including RCC framed construction more than G3	Construction of multistoried building of more than G3	No	<input type="checkbox"/>
2	Building Work- Zonal Special works involving repair to quarters, boundary walls, circulating area, roofing, plastering flooring, drainage, road and water supply related works including re-boring of hand pumps, extension of passenger platforms, manning of unmanned level crossings, repairs to sewerage and supply of building materials, fixing of lifting barrier etc.	Any Civil work other than track work	No	<input type="checkbox"/>
3	Construction/replacement/repairs of washable aprons	Any Civil work involving concreting work	No	<input type="checkbox"/>
4	Building Work- Fabrication and/or erection/strengthening of FOB/PF shelter/ Industrial shed Other than bridges	Any work of steel fabrication or fabrication and erection of FOB or PF shelter or industrial shed or steel/Composite girder bridge or Microwave/HT tower of Channel Sleepers	No	<input type="checkbox"/>
5	Reinforced Cement Concrete overhead- Construction/repairs of reinforced cement concrete overhead tanks	Construction/repairs of reinforced cement concrete overhead tanks/RCC framed structure	No	<input type="checkbox"/>
6	TRACK work	any track work including maintenance	Yes	<input type="checkbox"/>
Add to List				

The user can pick any one condition from the list by selecting the check box against the condition, and clicking on the Add to List button at the bottom of the page.

- The department admin or anyone else authorized to add / edit condition master should have added conditions under the heading **Definition of Similar Work** in the **Condition Master** for the standard user to be able to pick such condition.

Definition of Similar Work so added will be inserted as a sub-para to the **Technical Eligibility Criteria** as shown below:

Standard Technical Criteria

#	Description	Confirmation Required	Remarks Allowed	Documents Uploading	Action
1	As a proof of technical experience/competence, the tenderer should have physically completed successfully at least one similar single work for a minimum value of 35 percent of advertised tender value, inclusive of the cost of cement and steel, in last three financial years i.e. current financial year and three previous financial years up to the date of opening of the tender.	No	No	Allowed (Mandatory)	
1.1	Definition Of Similar Work : - Any Civil work other than track work	No	No	Not Allowed	

The eligibility conditions added to the eligibility tab can be edited or deleted through the Edit or Delete icons in the Action column. The Edit / Delete icons will be available to the user only if the Departmental Admin has given edit / delete permission while adding the condition in the condition master.

4.3.3.5. Compliance Tab

Clicking on the Compliance tab name in tabs bar opens the following interface which is meant to add various types of conditions to the tender document.

S No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading	Action
1	Test Engg RB Global Special Condition Auto Insert Yes	No	No	Not Allowed	
2	ae asdfasd fasdf	No	No	Not Allowed	-----

Conditions can be added to the tender under the heading General Instructions, Special Conditions, Undertakings, Check Lists, Technical Compliance Conditions, Commercial Compliance Conditions and Custom Conditions.

There are three ways to add conditions to a tender document:

- i. **Automatic insertion from the Condition Master:** If a condition has been added to the Condition Master with the option Auto Insert, the condition is automatically inserted into the tender document at the time of creation of the tender document. The conditions that you see in your tender under the Compliance tab in a newly created tender have been added through this route only.
 - Conditions can be added to the condition master only by those officials whose post has been assigned the function Add / Edit Condition Master by Department admin.**
- ii. **Pick from Condition Master:** If a condition is added to the Condition Master (with or without the Auto Insert option), the same can be inserted manually into the tender document by clicking on the link **Pick from Condition Master** at top of the page (below the tabs bar).
- iii. **Manual insertion:** Conditions can be directly added to the tender through the form provided on the Compliance tab. Please select the condition type from the drop

down list, add the condition description and select suitable options for the remaining fields. The fields **Confirmation Required**, **Remarks Allowed** and **Docs. Uploading** on this tab have the same meaning as the corresponding conditions described for the Eligibility Tab in the preceding para.

- ✚ Conditions added to the tender through compliance tab can be edited or deleted, or a sub para can be added to the condition by clicking on the corresponding icon appearing against the condition in the Action column. In case of the conditions that have been added to the condition through Condition master the edit / delete icons are available only if edit / delete permission has been granted to the users by the authority who has added the condition in the Condition Master.
- ✚ Department admins always have the permission to delete the condition irrespective of the attributes added in condition master.

4.3.3.6. Documents Tab

The documents (instructions, conditions etc.), drawings, sketches etc. that are to be attached to the tender document are uploaded through this tab. As in case of conditions, the documents can also be attached to the tender document in multiple ways as described below:

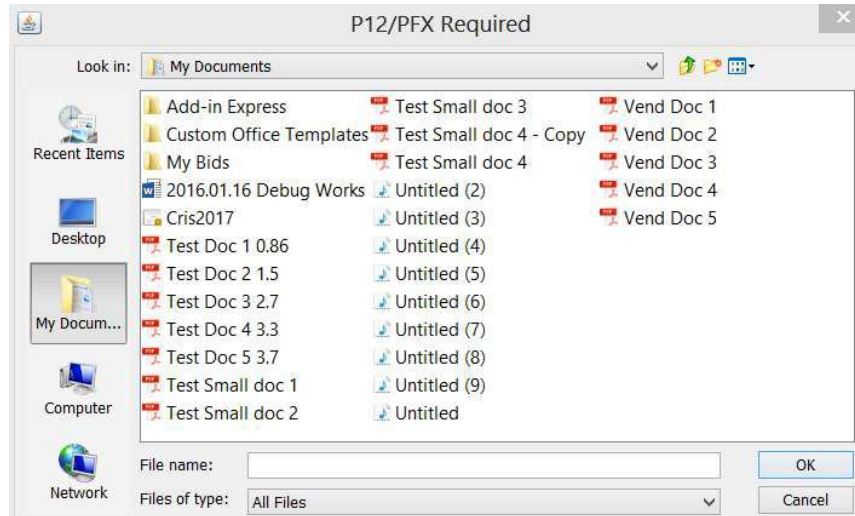
- i. **Automatic insertion from the Document Master:** If a document has been added to the Document Master with the option Auto Insert, the document is automatically inserted into the tender document at the time of creation of the tender document. The documents that you see in your tender under the Documents tab in a newly created tender have been added through this route only.
 - ✚ Documents can be added to the Document master by Department admins only.
- ii. **Manual insertion:** Documents can be directly attached to the tender in the following manner:

#	Filename	Document Description	Actions
1	GCCJuly2014_4.pdf	GCC July 2014	
2	viewNitPdf_361596.pdf	GCCRTD	
3	TenderInstructions.pdf	asdasd asd	

Enter a suitable description for the document in the Description of the document field, and then click on the Select File to Upload button. This will bring up the PDF signer as shown below:



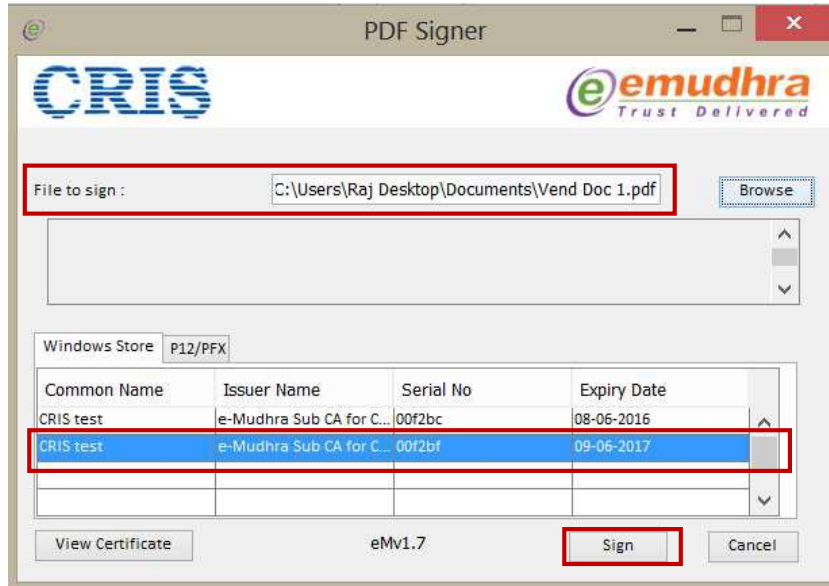
Clicking on the Browse button opens the windows file manager as shown below.



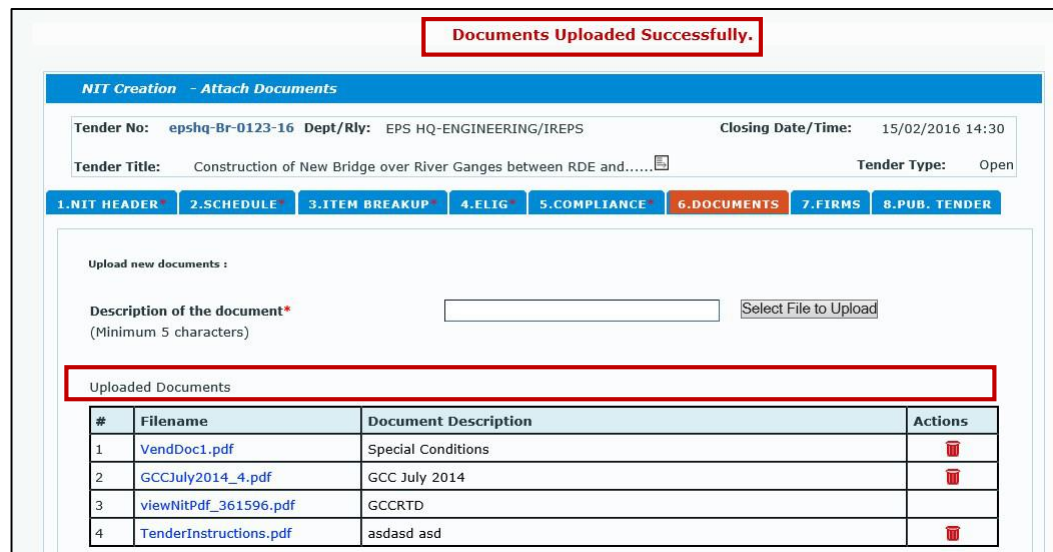
Locate your file on your computer, select the same by clicking on it, and then click on the OK button.

- ✚ Only PDF files can be uploaded on IREPS website. Files of other types are required to be converted to PDF format before uploading.

This will bring up the PDF signer again, with the path of the file inserted into the **File to Sign** field as shown below.



Select your DSC by clicking on it, and then click on the **Sign** button to upload your document. Depending on the size of the document to be uploaded and the internet connection speed, it may take anything between 20 seconds to 2 minutes to upload the document. Once the document is uploaded, a message is displayed on the screen, and the uploaded document appears in the Uploaded Documents panel at the bottom of the page.



The process can be repeated to upload more documents. Multiple document uploading is allowed but the individual document size should be less than 4 MB.

A Document added through Documents tab can be deleted by clicking on the **Delete** icon against the document in the Action column. For documents added through Documents master the delete icon is available only if delete permission has been granted to the users by the department admin.

- ✚ Department admins always have the permission to delete the document irrespective of the attributes added in document master.

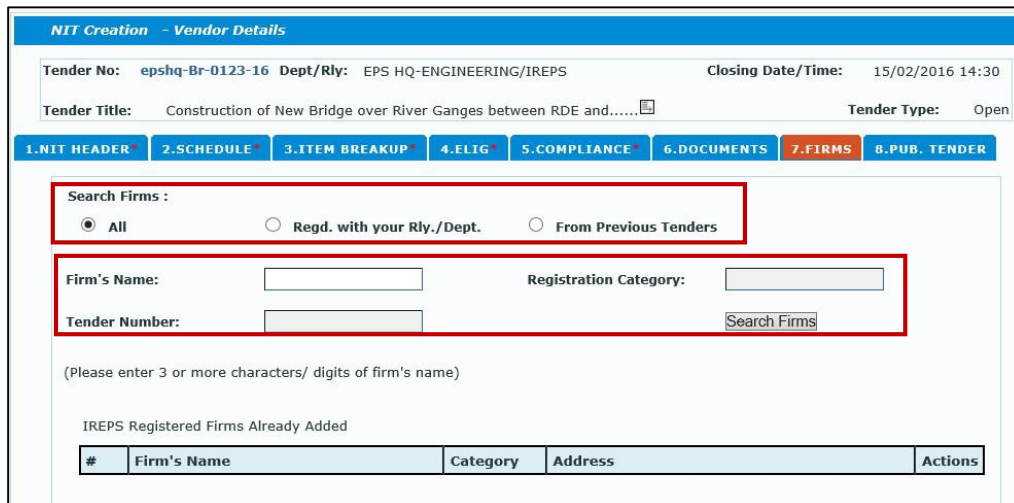
Whether to upload tender conditions through Compliance tab or as PDF documents through Documents tab?

The tender conditions can be added to a tender document either through compliance tab (automatically through auto insert option, or manually) or through Documents tab (as a PDF document). Both these methods have their own strengths:

- The tendering authority can control the response of the bidder (uploading of docs, allowing remarks, seeking compliance confirmation) if condition is added through compliance tab.
 - It is better to add Critical conditions through compliance tab as the same would be displayed on the screen and there is less likelihood of the bidder missing the same.
 - Compliance tab provides more ease and flexibility in addition/deletion of conditions, hence conditions which vary from tender to tender should preferably be added through compliance tab.
 - Conditions which are static in nature (not varying from tender to tender), and for which bidder response (uploading of documents, remarks etc.) is not to be controlled should preferably be added as PDF document through Documents tab as large number of conditions can be added with ease.
- ✚ Users may exercise their own discretion in this matter based on their requirement and preferences.

4.3.3.7. Firms Tab

This tab is meant to add firms to the tender document. Clicking on this tab opens the following interface:



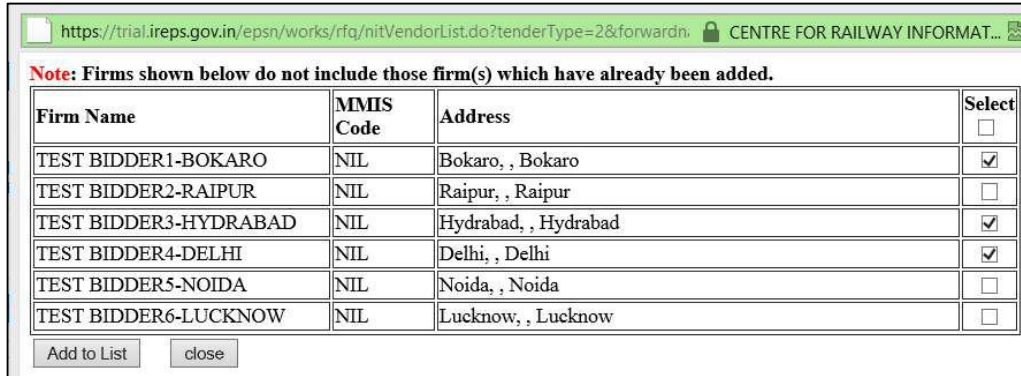
Firms are added to the tender for the following reasons:

- To authorize the firms to participate in the tender in case of Single, Limited and Special Limited tenders. Although any firm will be able to view the tender, only the firms who are added through this tab will be able to submit their bid against a Single, Limited and Special Limited tender.
- To send intimation to a vendor/contractor regarding issue of the tender in case of Open tender. In case of Open tenders adding of firms is not a mandatory requirement.

There are three ways in which the firm to be added can be searched:

- Choosing the **All** option in the Search Firms panel enable search from the entire Contractor database. This is the default option.
- Choosing the **Regd. with your Rly. /Dept.** restricts the search to the registered firms only. This is applicable only if the department has previously registered firms.
- Choosing **From Previous Tenders** option allows a user to add firms from the list of firms that were added to a previous tender.

In case **All** option is selected, the user has to enter at least three characters of the Firm's name in the Firm's Name field, and click on **Search Firms** button. This will bring up the list of all the firms qualifying the criteria. Select the check boxes against the firms to be added, and click on the **Add to List** button at the bottom.



This adds the selected firms to the tender, and a message is displayed on the screen. The firms so added are displayed at the bottom of the page.

IREPS Registered Firms Already Added				
#	Firm's Name	Category	Address	Actions
1	TEST BIDDER1-BOKARO	NIL	Bokaro, , Bokaro	
2	TEST BIDDER3-HYDRABAD	NIL	Hydrabad, , Hydrabad	
3	TEST BIDDER4-DELHI	NIL	Delhi, , Delhi	

The process can be repeated to add more firms having different names. Any of the firm so added can be deleted by clicking on the Delete icon in the Action column.

The same procedure is used to search and add firms from the registered firms list, or from the previous tenders by specifying the qualifying criteria in the **Registration Category** or **Tender Number** field respectively.

4.3.3.8. Pub. Tender Tab

This tab is meant to show a preview of the complete tender document that has been prepared by the user, and also to allow him to publish the tender.

Clicking on Sign & Publish button and signing thereof will immediately publish the tender thereby making it visible to the Firms.

NIT Creation - Publish NIT

Tender No: epshq-Br-0123-16 Dept/Rly: EPS HQ-ENGINEERING/IREPS Closing Date/Time: 15/02/2016 14:30
 Tender Title: Construction of New Bridge over River Ganges between RDE and..... Tender Type: Open

1.NIT HEADER 2.SCHEDULE 3.ITEM BREAKUP 4.ELIG 5.COMPLIANCE 6.DOCUMENTS 7.FIRMS 8.PUB. TENDER

GM/MMIS, CRIS acting for and on behalf of The President of India invites E-Tenders against Tender No **epshq-Br-0123-16** due to open on 15/02/2016 14:30. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1.NIT HEADER *

Name of Work	Construction of New Bridge over River Ganges between RDE and GFR.		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	15/02/2016 14:30	Date Time Of Uploading Tender	
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value (Rs.)	33817627.21	Tendering Section	BRIDGE
Earnest Money (Rs.)	319090.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	12700.00	Period of Completion	440 Days

2.SCHEDULE *

Schedule A-SOR1									
S.No.	Item Desc	Item Code	Item Qty	Unit	Unit Rate	Bidding Unit	Basic Value	Escl. (%)	Amount
1	Items of Chapter 1	View Details In Item Breakup Below				Above/ Below/ Par	25535314.34	12.00	28599552.06
	Preparing and laying puddle on roof etc.					Above/			

All the pages of the tender document added through different tabs are displayed together, which can be viewed by scrolling down. The draft tender document can be saved in PDF format and printed by clicking on the Print Draft button at the bottom of the page (shown below).

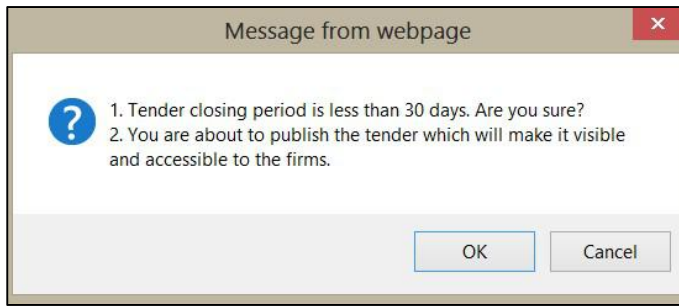
TenderInstructions.pdf asdasd asd

7.FIRMS *

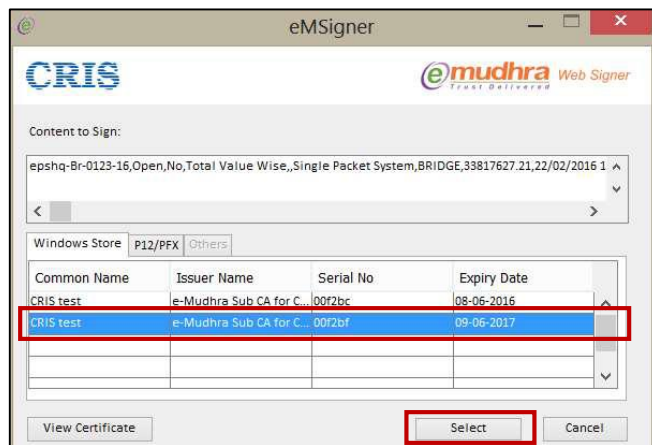
S.No	Firm Name	Category	Address
1	TEST BIDDER1-BOKARO	NIL	Bokaro, , Bokaro
2	TEST BIDDER3-HYDRABAD	NIL	Hydrabad, , Hydrabad
3	TEST BIDDER4-DELHI	NIL	Delhi, , Delhi

Sign & Publish Print Draft

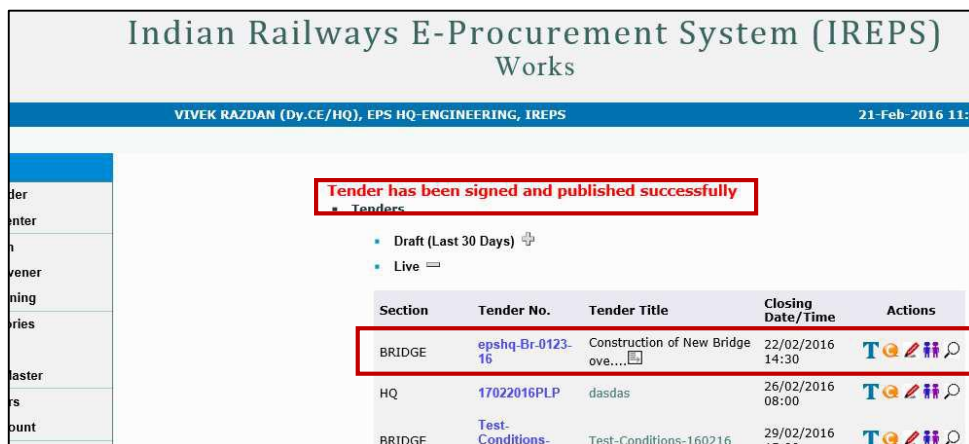
The tender can be published by clicking on the **Sign & Publish** button. Clicking on this button opens the alert messages popup as shown below:



If everything is in order, click on the OK button to proceed. This will bring up the Signer window.



Select your DSC by clicking on it and then click on Select button. This publishes the tender. A message to this effect is displayed on the home page of the user and the tender now appears in the **Tenders – Live** folder as shown below:



The department admin should have uploaded Encryption Certificate through **Upload Encryption Certificate** link in Admin Functions section on home page before tender publishing is attempted, otherwise tender publishing will fail, and a message to this effect will be displayed.

4.3.4. Assign Tender (Two Packet)

After opening of the techno-commercial bids two packet tenders are required to be assigned to an official who will mark the technical bids suitable or un-suitable through an application interface, and will also enter the opening date for opening the financial bids. The assignment is done through the **Assign Tender** link. Clicking on this links opens the following interface:

By default the Assign Tender radio button is selected. The two packet tenders for which the technical bids have been opened but the tenders are not yet assigned can be selected from the drop down list of Tender Number field.

The post to whom the tender is to be assigned can be selected from the Select Post field.

- ✚ Only those posts appear in the drop down list who have been assigned the function **Approve / Reject Technical Bids**

After the selections have been made, clicking on **Submit** button assigns the selected tender to the selected official, and a message to this effect is displayed on the screen.

To reassign a tender to a different official, select the **ReAssign Tender** radio button.

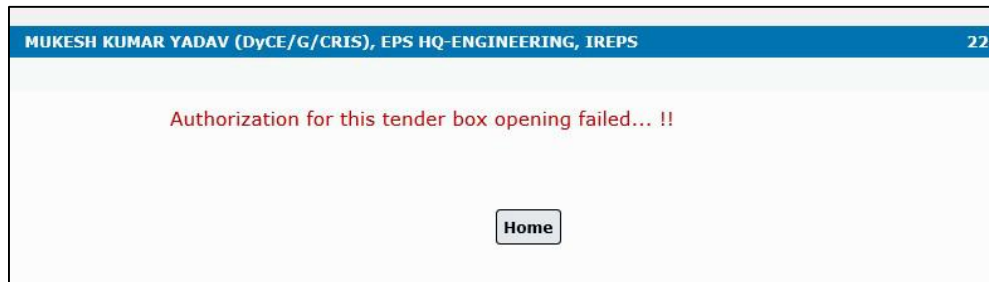
Select the tender number and post from the drop down fields, and click on submit button to re-assign the tender.

4.3.5. Tender Opening

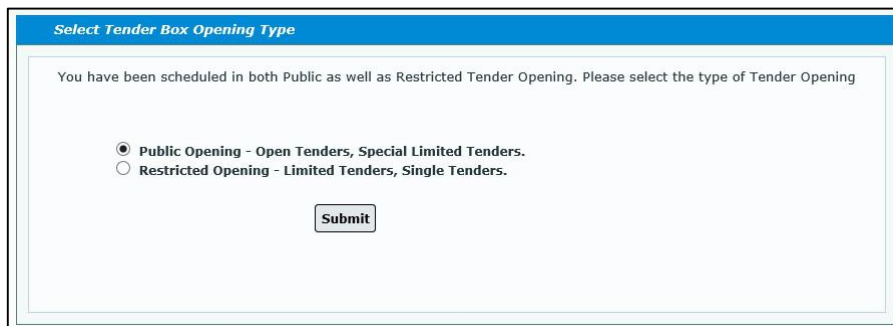
This link is meant for opening of tenders which are due for opening i.e. whose closing date/time has passed. The following actions should have been completed before tender opening is attempted:

- **Nomination of officials for tender opening.** This is done by the department admins of Executive and Finance Departments through the Tender Opening Schedule link on the home page, and the process is described in detail in the subsequent paras
- **Linking of Finance Department.** This is done by the department admin of the executive department through the **Link Finance Department** link in admin functions section on Home page. This is described in detail in the manual **Admin functions to be performed on First Login.**

If an official who is not nominated for opening of tenders for the day clicks on the Tender Opening link, the following message is displayed:



If one is authorized for tender opening for the day for both Public opening tenders (Open tenders, Special Limited tenders) as well as Restricted Opening tenders (Limited Tenders, Single Tenders), then the following screen is presented to him to confirm whether Public Opening Tenders or Restricted Opening tenders are to be opened.



Selecting the relevant radio button and clicking on **Submit** button opens the user authentication interface described below. If the logged in user is authorized to open only one type of tenders for the week day (Public opening or Restricted Opening), the step

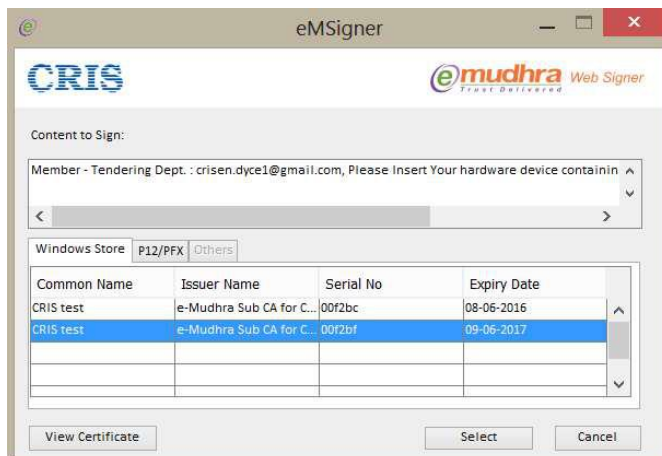
described above is bypassed and user is directly taken to the user authentication interface described below.



Tender box has to be opened jointly by the authorized officials of tendering department and Finance department. The user names of the users scheduled by the department admins to open the tender for the weekday is displayed on the screen. After both the users have entered their passwords against their user names, clicking on the Submit button opens the following message box:



The official from the tendering department shall insert his DSC in USB port of the computer and click on OK.



This brings up the signer window where the tendering department official has to select his name, click on the **Select** button and then enter the DSC pin number.

The same process is then repeated for the Finance department user.

If the DSC authentication process is successful, the following message is displayed:



Clicking on OK button on the message box initiates the process of verification of passwords entered by both the users. If the password verification is successful, the list of tenders pending for opening is displayed as shown below:

Select Tenders To Open				
List of Tenders pending for opening (Segregated Encryption Certificate wise)-Two Packet				
Encryption Certificate Detail				
Organization	CRIS test	Organization Unit	CRIS	
Client Name	CRIS test	Cert. Expiry Date	Jun 8, 2016	
Click here to open tenders encrypted with this encryption certificate				
#	Tender Number	Description	Opening Date	Actions
1	tTWO (Technical bids)	rtyhertyhet	21/12/2015 14:24	<input checked="" type="checkbox"/>
2	twopl11 (Technical bids)	dsfgdsgsdshsdfshdhd	18/12/2015 15:37	<input checked="" type="checkbox"/>

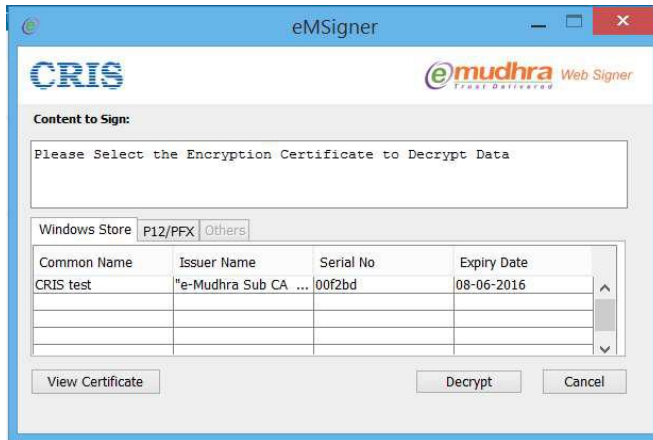
Tenders uploaded with same encryption certificates are grouped together. The details of encryption certificate used while publishing the tender is displayed on top of each group of tenders. **Two packet** tenders are shown in a separate group. In case of two packet tenders it is also indicated in the tender number column whether the Technical bid or Financial bid is due for opening.

Each of these groups of tenders have to be opened separately by repeating the tender opening process. This is done by clicking on the **Click here** button on top of each group. By default all the tenders belonging to the group are opened simultaneously. However, the check box against a tender of the group can be de-selected if a tender is not to be opened.

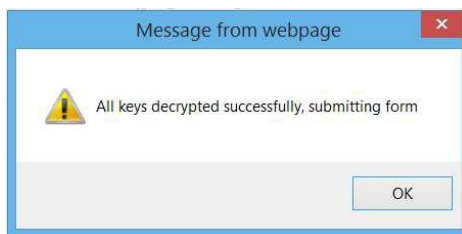
Clicking on the **Click here** button brings up the following page:

Selected Encryption Certificate Detail			
Organization	CRIS test	Organization Unit	CRIS
Client Name	CRIS test	Cert. Expiry Date	Jun 8, 2016
<input type="button" value="Attach Decryption Certificate and Proceed"/>			

The details of the encryption certificate required for opening the selected tender is displayed on the screen. The tender opening official is required to insert this encryption certificate in the USB drive of the computer and click on **Attach Decryption Certificate and Proceed** button. This brings up the signer page for selection of the Encryption certificate.



The user has to click on the appropriate encryption certificate from the list of certificates displayed in the signer window, and then click on the **Decrypt** button. If no offer has been received against any of the tenders being opened, the list of tenders will be displayed with the message 'No bid received'. If offer has been received against at least one of the tenders being opened, the following message window will pop up.



Clicking on the OK button leads to culmination of tender opening process and generation of comparative charts. Depending on various factors like number of tenders being opened, internet connection speed, load on IREPS server etc. this process may take anywhere between 20 seconds to 2 minutes. The following page is thereafter presented to the user:

S No.	Tender No.	Tender Description	Financial Tabulation	Technical Tabulation	Offers
1	wnewtest12	testing bridge			
2	TEST12051602	Test tender for construction.....			
3	wrt1305	fdgfg			

The financial and technical comparative charts and the offers can be viewed / downloaded by clicking on the respective icons for each tender.

Tender Opening for Two Packet Tenders

The process for opening of **Technical Bids** in case of two packet tenders is exactly the same as described above for Single Packet Tenders.

After the Technical bids are opened, the case is required to be assigned to the Convenor, or any other authorized official who has been assigned the function **Approve/Reject Technical Bids**. The process of assignment of tender is described in detail in **Assign Convenor** sub-section of this manual. After assignment the tender will appear in the **Tenders- Two Packet- Technical Offers Under Evaluation** folder on the home page of the official in whose name the tender has been assigned.

After acceptance of the Tender Committee recommendations by the competent authority for acceptance / rejection of technical bids and for opening of the approved bids, the official to whom the tender has been assigned has to update the same in IREPS database by clicking on the **Approve/Reject Technical Bids** icon () in the folder **Tenders- Two Packet- Technical Offers Under Evaluation**.

■ Tenders

- Draft (Last 30 Days) +
- Live +
- Pending for Opening +
- Opened (Last 180 Days) +
- Two Packet- Tech. Offer Under Evaluation / Fin. Offer Yet to Open -

Section	Tender No.	Tender Title	Closing Date/Time	Actions
BRIDGE	epshq-B15-16-453	Construction of new Bridge over....	15/05/2016 11:00	

Clicking on the icon opens the following interface for approval or rejection of technical bids, along with the remarks.

Evaluate Tender Bids

Tender No: **epshq-B15-16-453** Dept/Rly: EPS HQ-ENGG/IREPS-TESTING Closing Date/Time: 15/05/2016 11:00
 Tender Title: Construction of new Bridge over river Ganges between RDE and RDS
 Tender Type: Open

Update Status - TechnoCommercial Bids

Offer No	Supplier Name	Techno Commercial Offer	Attached Documents(Count)	Actions*	Remarks*
1/2	CRIS TEST-BHAGALPUR. (Gumti no 1)	pdf Interactive View	Download Attached Documents (3)	Select ▾	
2/2	CRIS TEST-JAUNPUR. (Ram Bag)	pdf Interactive View	Download Attached Documents (3)	Select ▾	

View Techno-Commercial Tabulation

Due Date/Time for Financial Bid Opening

The Convenor is required to select Approve or Reject option from the dropdown in the Action column, and put remarks in the Remarks column. These remarks along with the acceptance / rejection decision is communicated to the concerned bidders.

The Convenor is also required to enter the Date and Time for opening of Financial bids.

The opening bids can thereafter be opened any time after the stipulated date and time by following the same procedure as described for opening of single packet tenders.

- ✚ Assigning the function Approve / Reject Technical Bids to an official should be done by the department admin after due consideration. Any mistake in approval / rejection of technical bids by this official shall have serious implications, as the decision regarding acceptance or rejection of their bids is immediately communicated to the bidders.

4.3.6. Tender Opening Schedule

This link is meant for nomination of officials for opening of tenders. The actions described below can be performed by department admins only.

Public Tender Box Opening Schedule - Nomination of Tender Box Opening Officials

Department of logged in User: EPS HQ-ENGINEERING
 Linked Finance Departments: FINANCE,FINANCE

Public Opening
 Restricted Opening

Days	Member - Finance Department	Member - Tendering Department
Monday	RAHUL KUMAR (epshq.dyfain1@gmail.com) ▼	MUKESH KUMAR YADAV (crisen.dyce1@gmail.com) ▼
Tuesday	MAKARAND PANDEY (epshq.srafa4@gmail.com) ▼	NAVAL KUMAR GUPTA (n.av.al.gupta4u@gmail.com) ▼
Wednesday	SHARAD AGARWAL (epshq.so7@gmail.com) ▼	PRADEEP NAGAR (nagar8in@yahoo.com) ▼
Thursday	KARAN GUPTA (epshq.sso6@gmail.com) ▼	RAVINDER PATNEY (ravinderpatney@gmail.com) ▼
Friday	DINESH KUMAR (epshq.dyfa3@gmail.com) ▼	PRIYARANJAN KUMAR (pkumar48102@gmail.com) ▼
Saturday	SHARAD AGARWAL (epshq.so7@gmail.com) ▼	AMIT KR (abcefg@gmail.com) ▼
Sunday	SHARAD AGARWAL (epshq.so7@gmail.com) ▼	MUKESH KUMAR YADAV (crisen.dyce1@gmail.com) ▼

NOTE : Only Finance users having privilege on your Department will appear under the Finance members dropdown list.

As can be seen from above screenshot:

- Officials are nominated weekday-wise for opening of tenders. It is mandatory to nominate officials for all weekdays
- One official from Finance department and one from the Tendering department is to be nominated for opening of tender on any weekday.

- Officials are nominated separately for Public Opening Tenders (Open Tenders, Special Limited Tenders) and Restricted Opening Tenders (Limited Tenders, Single Tenders)

To modify the selection for any weekday click on the dropdown arrow against the name which will open the dropdown list containing the names of officials of the concerned department who are authorized to open the tender.

Days	Member - Finance Department
Monday	Select One Member RAHUL KUMAR (epshq.dyfafi1@gmail.com)
Tuesday	MAKARAND PANDEY (epshq.srafa4@gmail.com) SHARAD AGARWAL (epshq.so7@gmail.com)
Wednesday	KARAN GUPTA (epshq.sso6@gmail.com) DINESH KUMAR (epshq.dyfa3@gmail.com)
Thursday	KARAN GUPTA (epshq.sso6@gmail.com)

Click on the name of the person to be nominated to open the tender for the weekday, and click on the Save & Submit button to save the changes.

The users of Finance department will be created by the department admin of Finance department only. The users of **Linked Finance Department** will only appear in the dropdown list (Please refer to the manual **Admin Functions to be Performed on First Login** for further details). The names of only those users will appear in the dropdown list who have been assigned **Tender Opening** function. Similarly, the names of only those users of tendering department will appear in the dropdown list who have been assigned **Tender Opening** function. The department admins of respective departments can change the selection for their department.

- ✚ To avoid delay in opening of tenders due to absence of the nominated finance department official, the department admin of the tendering department has been given the option to change the selection for finance department users also. The option to select a finance user for tender opening should be exercised by the department admin of the executive department only to select the alternate opening official in accordance with the instructions issued by the finance department, or after consultation with the department admin of finance department.

4.3.7. Item Directories (SOR & NS)

This link is meant for creation and management of SOR and NS item directories. Please refer to the manual **Creation and Management of SOR & NS Item Directories** (available in learning center after logging in) for further details.

4.3.8. Templates

The application provides a functionality to create standard templates for Schedule and Item Breakup which can then be used for creation of tender document. This functionality is under development.

4.3.9. Condition Master

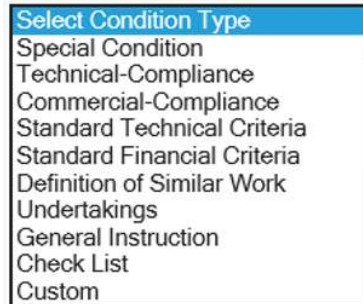
Condition master acts as a repository for various tender conditions. The conditions added to the condition master can be inserted to a tender document automatically, or can be picked manually while creating the tender document. Clicking on the **Condition Master** Link displays all the conditions that have been added by the Unit / Department. The Global Conditions added by concerned directorate of Railway Board are also displayed as shown below:

Condition Master									
Add New Condition View Other Unit Conditions									
Condition Type: <input type="text" value="All"/>		Scope: <input type="text" value="All"/>		<input type="button" value="Filter"/>					
#	Condition Type	Description	Scope	Confirmation Required	Remarks Allowed	Docs. Upload	Auto Insert	User Modification/ Deletion Allowed	Actions
1	Special Condition	Test Global Auto Insert Special Condition added by Railway Board User Deletion Allowed	Global	No	No	Not Allowed	Yes	Yes	
2	Definition of Similar work	any track work including maintenance	Local	No	No	Not Allowed	Yes	No	
3	Commercial-Compliance	test commercial comp	Local	Yes	Yes	Not Allowed	No	Yes	
4	Standard Financial Criteria	As a proof of sufficient financial capacity and organizational resources, tenderer[s] should have received the total payments against satisfactory execution of all completed/ongoing works of all types not confined to only similar works during the last three financial years and in the current financial year upto the date of opening of the tender of a value not less than 150 percent of the advertised cost of work including the cost of cement and steel.	Local	No	No	Allowed (Mandatory)	No	Yes	
		As a proof of technical experience/competence of the tenderer							

New Conditions can be added to the Condition Master by clicking on the Add New Condition link. Clicking on this link opens the following page:

Condition Master			
Add New Condition View Other Unit Conditions			
New Condition			
Condition Type *	<input type="text" value="Select Condition Type"/>		
Description *	<input type="text"/>		
Condition Scope	<input type="text" value="Local"/>		
Confirmation Required	<input type="text" value="Yes"/>	Remarks Allowed	<input type="text" value="Yes"/>
Docs. Uploading	<input type="text" value="Not Allowed"/>	User Modification/ Deletion Allowed	<input type="text" value="Yes"/>
Auto Insert	<input type="text" value="Yes"/>		
<input type="button" value="Sign & Save"/> <input type="button" value="Reset Home"/>			

Conditions can be added to the condition master under various categories by selecting the same from the **Condition Type** field. Clicking on the dropdown arrow in **Condition Type** field lists all the allowed categories as shown below:



After choosing the suitable category, description of the condition can be added in the Description field.

The fields **Confirmation Required**, **Remarks Allowed** and **Documents Uploading** have the same meaning as explained under the heading **NIT Creation (Elig. Tab & Compliance Tab)**.

Global conditions can be added by Railway Board only by choosing suitable option in **Condition Scope** field, whereas other units can add **Local** conditions only, which will be applicable to their unit only.

Conditions added in the Condition Master can be automatically inserted in a tender document by choosing **Yes** option in the **Auto Insert** field. All such conditions of the condition master with Auto Insert – Yes option get automatically inserted whenever a new tender is created by any user of the unit/ department.

- ✚ Conditions added to the Condition Master with Auto Insert – Yes option will not get inserted in tenders that were created prior to addition of such condition.

User **Modification / Deletion Allowed** field is meant to control the privileges of Standard user (i.e. non-department admins) for the conditions added to the tender through Auto Insert Option. The following options are available:

- **Yes** The user creating the tender document will be able to Modify / Delete the condition from the tender document
- **No** The user will not be able to Modify or Delete the condition in the tender document.
- **Deletion Allowed** The user will be able to Delete but not Modify the condition in the tender document.
- **Modification Allowed** The user will be able to Modify but not Delete the condition in the tender document.

After choosing the required options and entering the description please click on the **Sign & Save** button. This will open the signer pop up. The data being submitted has to be signed to save the changes.

For adding Definition of Similar Work the Nature of Work as well as the Definition of Similar work is required to be specified as shown below:

The screenshot shows a 'New Condition' form. The 'Condition Type' dropdown is set to 'Definition of Similar Work'. Below this, there are two text input fields: 'Description Of Work' and 'Description *'. The 'Condition Scope' is set to 'Local'. Other fields include 'Confirmation Required' (No), 'Remarks Allowed' (No), 'Docs. Uploading' (Not Allowed), 'User Modification/ Deletion Allowed' (Yes), and 'Auto Insert' (No). At the bottom, there are buttons for 'Sign & Save', 'Reset', and 'Home'.

For adding a condition under Custom category the user has to define custom category in the field provided for the same as shown below:

The screenshot shows a 'New Condition' form. The 'Condition Type' dropdown is set to 'Custom'. There is a red-bordered text input field next to it for defining a custom category. Below this is a 'Description *' text area. The 'Condition Scope' is set to 'Local'.

The Conditions added to the Condition Master by other units / departments can be viewed by clicking on **View Other Units' Conditions** link and selecting suitable options from drop down list of various fields to locate the Unit whose conditions are to be viewed.

The screenshot shows a 'View Condition Master' table with filter options and a list of conditions. The filter options are: Zone (IREPS-TESTING), Admin Unit (EPS HQ), Condition Type (All), Unit Type (Zonal HQ), Org SubUnit Dept (Electrical), and Condition Scope (All). The table has columns for #, Condition Type, Description, Confirmation Required, Remarks Allowed, Docs. Upload, Auto Insert, User Modification/ Deletion Allowed, and Action.

#	Condition Type	Description	Confirmation Required	Remarks Allowed	Docs. Upload	Auto Insert	User Modification/ Deletion Allowed	Action
1	Special Condition	Test special condition	No	No	Not Allowed	Yes	No	<input type="checkbox"/>
2	Check List	TB1	No	No	Not Allowed	Yes	Yes	<input type="checkbox"/>
2.1		TB2	No	No	Not Allowed	Yes	Yes	
3	General Instruction	GE1	No	No	Not Allowed	Yes	Yes	<input type="checkbox"/>
3.1		GE2	No	No	Not Allowed	Yes	Yes	
4	Undertakings	The full value of the Earnest Money submitted by me/ us shall stand forfeited without prejudice to any other rights or remedies in case my/ our tender is accepted and if:-	No	No	Not Allowed	Yes	No	<input type="checkbox"/>
4.1		I/We do not execute the contract documents within thirty days after receipt of the acceptance letter issued by the Railway that such documents are ready.	No	No	Not Allowed	Yes	No	
4.2		I/We do not commence the work within fifteen days after receipt of orders to that effect.	No	No	Not Allowed	Yes	No	
4.3		I/We resile from my/our offer or modify the terms and conditions there of in a manner not acceptable to the Northern Railway during a period of 90 days from date of the opening of the tender	No	No	Not Allowed	Yes	No	
4.4		I/We do not submit a Performance Guarantee in the form as prescribed in para 5.2.2 of Special Tender Conditions Instructions to Tender/s amounting to 5 Five percent of Contract Value as per the proforma as prescribed by the Railways, before signing of agreement, which should be normally 30 days.	No	No	Not Allowed	Yes	No	

To add any of these conditions to your Condition Master select the check box against the condition and click on the **Add Select Conditions to My Condition Master** button at the bottom of the page.

4.3.10. Search Users

Users registered on IREPS can be searched by using this functionality and clicking on Show Results button after choosing suitable options.

4.3.11. Search Account

The details of all the units / users within an account created on IREPS can be viewed by using this functionality. In case of Railways Account signifies Zone, whereas in case of Vendors / Contractors, Account signifies the Firm.

4.3.12. Payment Reports

The payments submitted by the bidders on account of Tender Document Cost, Earnest Money etc. can be viewed by using this functionality.

Payments against tenders of any Unit, Department, within selected dates, and for different payment types can be viewed by choosing suitable options in the various fields and clicking on Generate Report button as shown below:

Online Payment Report

Org Name*	Indian Railway	Zone*	IREPS-TESTING
Unit Type*	Zonal HQ	Rly. Department*	Engineering
Department*	EPS HQ-ENGINEERING	Pmt Type*	All
Work Area*	Tender - Works	Date From*	01/03/2016
Date To*	06/03/2016	<input type="button" value="Generate Report"/> <input type="button" value="Generate PDF"/>	

Online Payment Report

SNo.	Txn Date/ Time	Unit	Tender_Lot No / Type	Firm Name	Payment Mode	IREPS Ref Id / Bank Txn Id	Txn Amount	Bank Status
1	2016-03-05 14:02:23	EPS HQ-ENGINEERING / 184232	2801162 / TDC	TEST BIDDER2-RAIPUR - 31891	Manual-Cash Receipt	TMT770 / 45455	30	SUCCESS
2	2016-03-05 13:20:34	EPS HQ-ENGINEERING / 184232	2801162 / TDC	TEST BIDDER1-BOKARO - 31886	Manual-DD	TMT768 / 67878638	30	SUCCESS
3	2016-03-05 14:03:06	EPS HQ-ENGINEERING / 184232	2801162 / T-EMD	TEST BIDDER2-RAIPUR - 31891	Manual-Cash Receipt	TME771 / 2454543543	10000000	SUCCESS
4	2016-03-05 13:21:41	EPS HQ-ENGINEERING / 184232	2801162 / T-EMD	TEST BIDDER1-BOKARO - 31886	Manual-Cash Receipt	TME769 / 6665651626	10000000	SUCCESS
5	2016-03-04 17:02:31	EPS HQ-ENGINEERING / 184232	2801149 / TDC	TEST BIDDER2-RAIPUR - 31891	Manual-Cash Receipt	TMT761 / 3425AD234	10000	SUCCESS
6	2016-03-04 16:58:46	EPS HQ-ENGINEERING / 184232	2801149 / TDC	TEST BIDDER1-BOKARO - 31886	Manual-Cash Receipt	TMT759 / 321345A234	10000	SUCCESS

4.3.13. E-Tender Reports

Tenders issued by various Zones, Units, Departments can be seen by using various standard reports.

Tender Reports

1. Tender Status Report Account and Date wise
2. Zone Wise Tender Status Report

Tender Status Report Account and Date Wise can be used to view details of tenders of a selected zone as shown below:

Tender Status Report

(Field Marked * are mandatory)

Account Name*: Department Name*:

Creation Date From*: To*:

Zone Wise Tender Status Report can be used to view consolidated report of all zones/ Units/ Departments

Department :

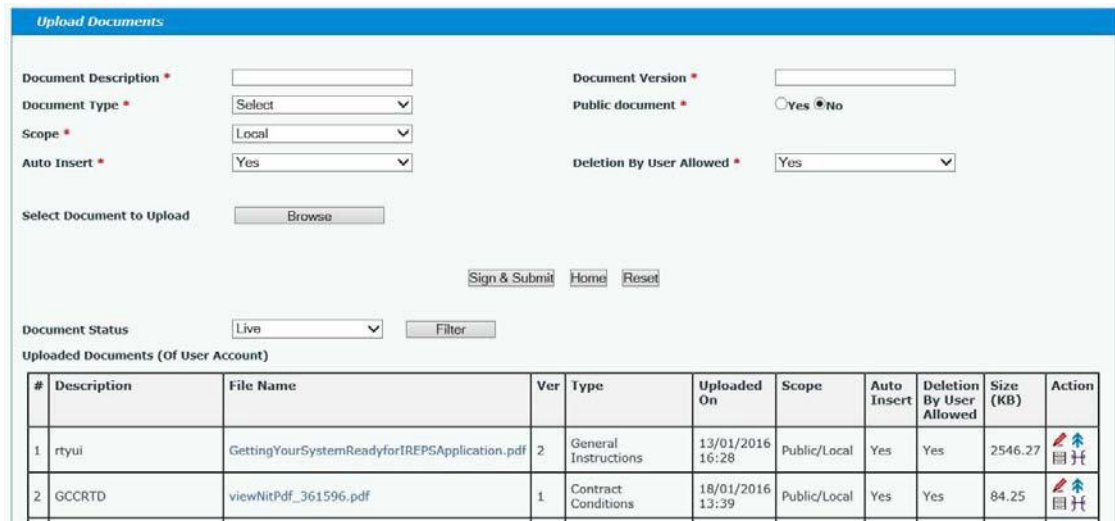
IREPS DEPARTMENT/ZONE WISE SUMMARY OF TENDER STATUS AS ON : 06/03/2016

Railway Zone	Department	Tender Status	Draft Tender	Live Tender	Tender Box Not Opened	Tender Box Opened	P O Placed	Tenders Cancelled / Dropped / Retendered	Total
CENTRAL RLY	CR HQ-CONST-ENGINEERING	Open	2	0	0	2	0	3	2
CENTRAL RLY	CR HQ-CONST-ENGINEERING	Dept. Total	2	0	0	2	0	3	2
CENTRAL RLY	NAGPUR DIVISION-ENGINEERING	Open	4	0	0	0	0	0	0
CENTRAL RLY	NAGPUR DIVISION-ENGINEERING	Dept. Total	4	0	0	0	0	0	0
CENTRAL RLY	SOLAPUR DIVISION-ENGINEERING	Open	2	0	0	0	0	0	0
CENTRAL RLY	SOLAPUR DIVISION-ENGINEERING	Dept. Total	2	0	0	0	0	0	0
CENTRAL RLY	Account Total		8	0	0	2	0	3	2
EASTERN RLY	ASANSOL DIVISION-	Open	2	0	0	4	0	0	4

Documents Uploading section

4.3.14. Upload / View Documents

Individual Units / Departments are allowed to add documents to the Documents Master using this functionality. Clicking on this link opens the following interface:



The screenshot shows the 'Upload Documents' interface. It includes form fields for Document Description, Document Type, Scope, Auto Insert, Document Version, Public document (radio buttons), and Deletion By User Allowed. There is a 'Browse' button for selecting documents, and 'Sign & Submit', 'Home', and 'Reset' buttons. Below the form is a 'Document Status' dropdown set to 'Live' and a 'Filter' button. The main section is a table titled 'Uploaded Documents (Of User Account)' with columns for #, Description, File Name, Ver, Type, Uploaded On, Scope, Auto Insert, Deletion By User Allowed, Size (KB), and Action.

#	Description	File Name	Ver	Type	Uploaded On	Scope	Auto Insert	Deletion By User Allowed	Size (KB)	Action
1	rtyui	GettingYourSystemReadyforIREPSApplication.pdf	2	General Instructions	13/01/2016 16:28	Public/Local	Yes	Yes	2546.27	
2	GCCRTD	viewNitPdf_361596.pdf	1	Contract Conditions	18/01/2016 13:39	Public/Local	Yes	Yes	84.25	

All the documents already added by the unit are shown in the lower panel.

To add a new document users are required to enter the Document description, and Document Version. The category of the document can be selected from the dropdown list in the Document Type field. The following options are available for this field:

- General Instructions
- User Manuals/ Guidelines
- Tender Conditions
- Contract Conditions
- Others

Please select **Yes** radio button option in the **Public Document** field for Documents which are to be placed in public domain. These documents can be accessed by railway users, contractors as well as anonymous users. For documents meant for Railway Users only (after logging in) please select **No** radio button option.

Railway Board users authorized for this purpose can upload Global document by choosing Global option in the Scope field. This document will be shown in condition master of all units of Indian Railways belonging to the same department. Other units can upload Local documents only meant for their unit/ department.

Documents added in the Document Master can be automatically inserted in a tender document by choosing **Yes** option in the **Auto Insert** field. All such documents of the document master with Auto Insert – Yes option get automatically inserted whenever a new tender is created by any user of the unit/ department.

- ✚ Documents added to the Document Master with Auto Insert – Yes option will not get inserted in tenders that were created prior to addition of such document.

Deletion by User Allowed field is meant to control the user actions for the documents added to the tender through Auto Insert Option. The user creating a tender will be able to delete the document inserted automatically through the Auto Insert option only if Yes option is selected for this field.

The document to be uploaded can be selected by clicking on the Browse button. This will open the PDF signer window:



Click on the Browse button to locate and select the document from your computer, select your DSC by clicking on the same, and then click on the Sign button to upload the document. After the document has been uploaded, click on the Sign & Submit button to complete the process of document uploading.

The user can Edit document attributes (✎), Upgrade the document (⬆), Archive the document (📁) or view document history for upgraded documents (📅) by clicking on the appropriate icon in the Action column. Archived public documents are no longer visible to the users of tendering department, and cannot be attached by the user with his bids. Upgrading the document archives the current version of the document and the new document uploaded takes its place. A new document can be added by entering the Document Description and Version in the given fields

4.3.15. View IREPS Documents

This link gives the user access to the public documents uploaded by the EPS administrator and Railway Users. The user is required to select the Organization, Zone and Department to view the relevant public documents. Users can refine the search further by selecting the Railway unit, and Document Type, Scope and Status. On clicking the Filter button the

documents meeting the specified criteria are shown in the lower pane. The document can be opened and downloaded by clicking on the file name of the document.

IREPS Documents

Organization *	Indian Railway ▼	Zone *	North East Railway ▼
Department *	Engineering ▼	Admin Unit *	Varanasi Division ▼
Document Type	Public ▼	Document Scope	All ▼
Document Status	Live ▼		

Documents

#	Doc Description	File Name	Ver	Document Type	Uploaded On	File Size (KB)
1	GCC2014	General_Conditions_of_Contract_July_2014_22_07_14.pdf	14	Contract Conditions	19/01/2016 13:31	543.74
2	Addl. Conditions of Contract	Varanasidivision(Engineering) AdditionalConditionsofContract.pdf	16	Contract Conditions	29/01/2016 16:48	850.61

5. Action Icons and their Actions

The action icons appear in the various folders in the middle body of the Bidder Home Page, Search Tender Page, Upload Documents Page etc. The user can perform various actions through these action icons. These actions are described below:

- 5.1. **Edit & Upload (✎)**: This icon is displayed in the Draft Tender folder in Middle body of the Railway User Home Page. Clicking on this icon opens the NIT Creation interface (Please see NIT Creation sub-section of this manual for details) with all the details that have been saved by the user earlier, to enable the user to edit and/ or publish the tender.
- 5.2. **Delete Tender Document (🗑)**: This icon is displayed in the Draft Tender folder in Middle body of the Railway User Home Page. Clicking on this icon deletes the draft tender.
- 5.3. **View Audit Trail (🔍)**: This icon is displayed in the all folders in Middle body of the Railway User Home Page under the Tenders Section. This functionality shows the actions performed by various users on the selected tender. This feature is not yet enabled.
- 5.4. **View Tender Document (📄)**: This icon is displayed in all the Folders in Middle body of the Bidder Home Page and in the Search Tender page for all published tenders, for all tender types. Clicking on this icon opens the complete tender document in PDF format.

You should have PDF reader installed on your system to open tender document. Please refer to the manual [Getting Your System Ready for IREPS Application](#) in learning center for further details.

CAO-C-NR-ENGG/NORTHERN RLY Tender Document For Tender No :164-Tender-DyCE-C-I-LKO Due Date/Time: 04/03/2016 15:00

CAO/Construction/N RLY acting for and on behalf of The President of India invites E-Tenders against Tender No **164-Tender-DyCE-C-I-LKO** due to open on 04/03/2016 15:00. manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1.NIT HEADER

Name of Work	Varanasi - Construction of Two Nos washing lines with catwalk and pit, RCC catwalk , flooring ,and other miscellaneous works in connection with Varanasi-Yard remodeling Work.		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	04/03/2016 15:00	Date Time Of Uploading Tender:	01/02/2016 16:18
Pre-Bid Required	No	Pre-Bid Query Date Time:	Not Applicable
Advertised Value	140910509.39	Tendering Section:	WORKEAST
Earnest Money (INR) :	854560.00	Validity of Offer (Days) :	120
Tender Doc. Cost (INR) :	10000.00	Period of Completion :	12 Months

2. SCHEDULE

Schedule A-SOR Items									
S.No.	Item Desc	Item	Item Qty	Unit	Bidding Unit	Basic Value	Escl.	Amount	

Snapshot of Tender Document

The tender document consists of various sections which are described below:

NIT Header: This section contains general details related to tender like Name of Work, Closing Date & Time, Advertised value, Earnest Money, Tender Document Cost etc.

Schedule: This section contains the Schedule of Requirements. It shows all the Schedules, and the items included against the schedule. If the schedule is based on an Item Directory (SOR or NS), the same is mentioned along with the schedule name. Users can click on the name of the SOR or NS directory to view the complete SOR or NS directory.

Item Breakup: If the Schedule contains any Group of Items, the details of the items contained in the group can be seen in the item breakup section.

Eligibility Conditions: The eligibility conditions included in the tender are shown in this section.

Compliance Conditions: This section shows the General Instructions, Special Conditions, Technical/ Commercial Compliance Conditions, Undertakings, Checklists and other miscellaneous conditions included by the tender issuing department in the tender document. It is also indicated against each condition whether the bidder is required to confirm whether he complies or not with the requirements of the condition (by clicking on the yes/no buttons), whether the bidder is allowed to enter his comments/remarks against the clause, and whether documents uploading against the condition is Allowed (Mandatory), Allowed (Optional) or Not Allowed.

Documents: The documents section lists all the documents related to the tender which have been uploaded by the tendering department for the tender.

5.5. Create Corrigendum (✎): This icon is displayed in the **Tenders – live** folder in the Middle body of Railway User Home Page in the folder Tenders- Live. This functionality is meant to create and publish corrigendum against a tender. Clicking on this icon opens the following interface:

Field Name	Existing Value	Modified Value	Action
Tender Closing Date Time	08/03/2016 12:00	08 : 00	<input type="checkbox"/>
Period of Completion (Days)	150		<input type="checkbox"/>
Tender Doc. Cost (INR)	2000		<input type="checkbox"/>
Validity of Offer (Days)	90		<input type="checkbox"/>
Pre-Bid Required	No	Yes No	<input type="checkbox"/>
Pre-Bid Query Date Time	---	08 : 00	<input type="checkbox"/>
Name of Work	Tender for construction of staff quarters...		<input type="checkbox"/>

As can be seen from the above screenshot, the create corrigendum interface has the same tabs as the NIT creation interface.

NIT HEADER Tab: NIT Header tab opens by default when the Create Corrigendum icon is clicked. Selecting the checkbox against any NIT Header property activates the respective Modified Value field, and the revised value can be entered therein.

Field Name	Existing Value	Modified Value	Action
Tender Closing Date Time	27/05/2016 15:00	<input type="text" value="08"/> : <input type="text" value="00"/>	<input type="checkbox"/>
Period of Completion (Days)	90	<input type="text"/>	<input type="checkbox"/>
Tender Doc. Cost (INR)	1200.00	<input type="text"/>	<input type="checkbox"/>
Validity of Offer (Days)	90	<input type="text"/>	<input type="checkbox"/>
Pre-Bid Required	No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="checkbox"/>
Pre-Bid Query Date Time	---	<input type="text" value="08"/> : <input type="text" value="00"/>	<input type="checkbox"/>
Name of Work	Test tender for testing	<input type="text"/>	<input type="checkbox"/>

Clicking on the save button saves the changes in draft mode. These changes become applicable only after the tender has been published.

A preview of the changes to all the tabs can be seen by clicking on the Publish Corrigendum (Pub. Corrig.) Tab.

SCHEDULE Tab: Changes to the Schedule Page of NIT can be made by clicking on this tab. New schedules can be added by using the Add Schedule & items interface in the same manner as it is done for NIT creation.

Similarly, existing schedules can be deleted or edited by clicking on the delete or edit icon in the Action column against the respective schedule.

New items can be added to the schedules, or existing items can be deleted or modified in the same manner as is done for NIT creation.

Deleting a schedule deletes all the items in the schedule and also the corresponding item breakup.

Item Deleted Item Added Item Modified									
Saved Schedule & Items									
#	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit	Action
Schedule A-SOR							41089.80		
1	View Details				6480.58	5.00	6804.61	Rs.	
	Description : Items of chapter1								
2	021131	422	MT	95.46	40284.12	2.00	41089.80	Above/ Below/ Par	
	Description : Loading/Unloading G.I. sheets, rails, joists, built up sections, angles, C.I., Ductile pipes, A.C Pipes, or G.I. pipes RCC/PCC beams / slabs and other miscellaneous ironwork or wood work including lead upto 50m and stacking properly into/from trucks, trailers or wagons. Individual length upto 3.5 M								
3	View Details				0.00	20.00	0.00	Above/ Below/ Par	
	Description : Items of chapter 5								
Schedule B-NS1							0.00		
1	View Details				0.00	5.00	0.00	Above/ Below/ Par	
	Description : Items of chapter 2								
Schedule C-NS2							357246.57		
	Above/								

Red marking at the end of a Schedule/ Item row indicates that the schedule/ item is marked for deletion. Similarly Green and Yellow markings indicates that the corresponding row is marked for addition or modification.

ITEM BREAKUP Tab: Changes to Item Breakup in case of Group items can be made through this tab in exactly the same manner as is done for NIT Creation. The color marking at the end of a row have the same meaning as in case of Schedule Tab.

Saved Items								
#	Items Code	Description of Items	Unit	Qty	Rate	Amount		
1	011020	Extra over 011010 when controlled blasting is required and is carried out with approval of Engineer.	cum	233	83.92	19553.36		
2	011030	Extra over items 011010 for spreading and finishing of fill material on embankment by manual means in accordance with specifications	cum	1233	94.08	116000.64		
3	011040	Extra for manual compaction of earthwork, where permitted, with rammers	cum	3445	5.71	19670.95		
		Extra for lead of earth work above initial lead of 50m, in all kind of soils and rocks :						
4	011051	for every 50 m or part thereof - lead over 50m and upto 150m	cum	6677	10.74	71710.98		
5	011052	for every 50m or part thereof - lead over 150m and upto 500m	cum	343	8.50	2915.50		
6	011070	Extra for every additional lift of 1.5m or part thereof, after the initial 1.5m, for earth work in all soils	cum	3476	8.01	27842.76	<input type="checkbox"/>	

Addition/ Deletion/ Modifications to Conditions in the **Eligibility** and **Compliance Tabs** and Addition / Deletion of documents and Firms in the **Documents & Firms Tabs** can be made in the same manner as is done for NIT Creation, and the color markings at the end of the rows have the same meaning as in case of Schedule or Item Breakup tab explained above.

Preview of all the proposed changes can be seen by clicking on the **Publish Corrigendum (Pub. Corrig.) Tab**. Any proposed change can be discarded by clicking on the delete button in the Action Column against the entry.

Corrigendum No		Dated	
1 (Draft)		-----	

Items Modified

NIT Header

Field Name	Existing Value	Modified Value	Action
Tender Closing Date Time	08/03/2016 12:00	09/03/2016 14:45	
Tender Doc. Cost (INR)	2000	5000	

NIT Schedule

Code	Field Name	Existing Value	Modified Value	Action
Schedule - C Item - 1	Escalation %	5.00	8	
Schedule - C Item - 1	Item Description	Misc. Group	Misc. Items Group	

New Items Added

Schedule

SNo.	Item Desc	Bidding Unit	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl. (%)	Amount	Action
Schedule D-NS3 (Item Directory - CR NS Engg-Ver-1)										

Item Breakup

Schedule-A SOR1

Item-1 Items of chapter1

#	Item No	Description of Item	Qty	Rate	Amount
1	011070	Extra for every additional lift of 1.5m or part thereof, after the initial 1.5m, for earth work in all soils	0	8.01	0

New Firms

#	Firm's Name	Address	Action
1	CRIS TEST-SAGAR	sadasd as, , Saqar	

Items Deleted

If any changes have been made to the Schedule/ Item Breakup tab, the revised advertised value and Earnest Money can be seen by clicking on the Calculate Modified Value button.

S.No	Field Name	Existing Value	Modified Value	Calculate Modified Value
1	Advertised Value (INR)	5752005911.03		*
2	Earnest Money (INR)	10000000		*

(* will be calculated at the time of publishing)

Clicking on the Sign & Publish button will publish the corrigendum, and the changes will be incorporated in the tender document immediately.

5.6. Clone Tender (👤👤): This functionality enables creating a copy of the selected tender in draft mode. This icon is displayed in all tender folders except Tenders- Draft folder. Clicking on this icon opens the following page:

Clone Tender

Note : "Cloning Tender" utility provides users the facility to create a fresh draft tender with existing details of tender being cloned. This tender can be edited and uploaded after attaching encryption certificate.

Tender Status : Published

Clone Tender

Tender No : X
(a-z A-Z 0-9 _ -)

Note : Tender Number can be edited if required

The user is required to select the Clone Tender radio button, enter the Tender Number for the cloned tender and click on the Submit button. The following message is displayed on successful cloning:

Cloning Done Successfully. Draft Tender as per the mentioned details has been created.
 Please go to 'Draft Tender Inbox' for further process.

Click the Close Button to Close the Window.

The cloned tender is available in the Tenders- Draft folder in the middle body of the home page.

5.7. View Corrigendum list (📄): This icon is displayed in all the Folders in Middle body of the Railway User Home Page and in the Search Tender page for all published tenders, for all tender types. Clicking on this icon opens the Corrigendum page, whereby the users can view the list of all the corrigenda that have been issued after publication of the tender.

Published Corrigendum

List Of Published Corrigenda

#	Corrigendum No	Corrigendum Date	Action
1	Corrigendum - 1	03/03/2016 15:33	

Clicking on the View Corrigendum details icon in Action Column opens the individual corrigendum.

A Corrigendum is divided into three parts for showing conditions which have been modified, deleted or added. If the advertised value of the tender is changing due to the

corrigendum, the same along with the revised Earnest Money and Tender document cost are also shown in the corrigendum.

- The online bidding page shown to the bidder for preparation / submission of bid includes all the changes made through issue of corrigenda.

Corrigendum Details

Corrigendum No: 1 Corrigendum Publish Date: 03/03/2016 15:33

Tender Details

Tender No: WR03032016b Tender Type: Open
 Tender Open Date: 07/03/2016 15:00
 Name Of Work: construction of ROB

Items Modified

NIT Header

Field Name	Existing Value	Modified Value
Tender Closing Date Time	04/03/2016 13:15	07/03/2016 15:00
Period of Completion	100	120

New Items Added

Conditions

S.No	Condition Type	Description	Confirmation Required	Remarks Allowed	Docs. Upload
1	Undertakings	I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter-se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract is placed on us.	No	No	Not Allowed

Items Deleted

NIT Condition

S.No	Condition Type	Description
1	Special Condition	Test Global Auto Insert Special Condition added by Railway Board User Deletion Allowed

Tender Documents


S.No	File Name	Document Description
1	GCCJuly2014_4.pdf	GCC July 2014

5.8. Payment Report (): This link is displayed in the folders showing tenders which have already been opened or for which the closing date has passed. The details of payment received against the tender towards Tender Document Cost and Earnest Money Deposit can be seen through this link as shown below.

IREPS DETAILS OF PAYMENTS MADE BY VENDORS TILL : 08/03/2016 23:51						
Department/Railway :-		EPS HQ-ENGINEERING / IREPS		Tender Number :-	CR0203CR	
Name of Work :-		construction of ROB		Closing Date / Time :-	03/03/2016 14:45	
Type of Payment:- Tender Document Cost (TDC)						
S No.	Firm Name	Amount	IREPS Ref Id / Bank Trans ID	Mode of Payment	Date/Time	
1	TEST BIDDER1-BOKARO	6000	TMT693 / 5566788	Manual-DD	03/03/2016 13:58	
2	TEST BIDDER2-RAIPUR	6000	TMT666 / 576677	Manual-DD	02/03/2016 23:10	
3	CRIS TEST-DELHI	6000	TMT662 / tut776	Manual-DD	02/03/2016 16:23	
Type of Payment:- Earnest Money Deposit (EMD)						
S No.	Firm Name	Amount	IREPS Ref Id / Bank Trans ID	Mode of Payment	Date/Time	
1	TEST BIDDER1-BOKARO	210900	TME695 / 7889999	Manual-DD	03/03/2016 14:05	
2	TEST BIDDER2-RAIPUR	210820	TME667 / 46677889	Manual-Cash Receipt	02/03/2016 23:13	
3	CRIS TEST-DELHI	210820	TME663 / fsssgsg	Manual-Cash Receipt	02/03/2016 16:30	

5.9. View Financial Tabulation (): This icon is displayed in the various folders in the middle body of the Railway User Home Page, and also in the Search Tender page for all tenders whose Financial offer has been opened. Financial Tabulation Statement is auto-generated by the system immediately after opening of the tender through this link. Financial Tabulation is a comparative statement of the financial terms (rates, rebates etc.) quoted by various bidders.

EPS HQ-ENGG/IREPS		Tabulation Statement of Financial Bids For Tender No:Bridge012342-15				Due Date/Time: 25/01/2016 11:1			
Name Of Work		aa		Tender Opened By (EXEC.)		Tender Opened By (Accts.)		aa	
S No.	Description	Basic cost (Rs.)	Cost of work based on estimated rates		CRIS TEST-BHAGALPUR. Bid Id: 4653849 Bid Date:25/01/0016 12:01:00 Rank: L 1		GNFC LTD-DELHI. Bid Id:4652873 Bid Date :25/01/0016 12:01:00 Rank: L 2		
			Escalation (%)	Advt. Value (Rs.)	Bid Rate	Bid Amount (Rs.)	Bid Rate	Bid Amount (Rs.)	
Schedule A-Sub structure items									
1	Items of chapter 19	1062356781.68	10.00	1168592459.85	4% above	1215336158.24	5% above	1227022082.84	
2	Items of chapter 1	46696759.57	10.00	42027083.61	5% above	44128437.79	9% above	45809521.13	
3	Items of chapter 3	22100305.15	0.00	22100305.15	22232323% above	22232323	22067563% above	22067563	
4	Demolishing plain cement concrete including disposal of material within 50m lead 1:2.4 or richer mix with max. 20 mm coarse aggregate	593243.35	5.00	622905.52	4% above	647821.74	2% above	610447.41	
5	Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50m lead in mud mortar	541813.00	5.00	514722.35	545344% above	2472589696	520657% above	2360658838	
Schedule Totals				514722.35	2472589696		2360658838.00		
Schedule B-Super Structure items									
1	Items of chapter 20	406036424.53	10.00	446640066.98	6% above	473438471	20% above	535968080.38	
2	Items of chapter 21	443747950.98	8.50	481466526.81	6% above	510354518.42	8% above	519983848.95	
3	Items of chapter 22	246228894.38	0.00	246228894.38	4% above	4	254567897% above	254567897	
Schedule Totals				246228894.38	4		254567897.00		
Total cost of work				246743616.73	Gross Offer Value	4738727430.19	Gross Offer Value	4966688278.71	

5.10. View Techno-Commercial Tabulation (): Firms who have submitted their offer against an open Tender can view Techno-Commercial Tabulation Statement auto-generated by the system immediately after opening of the tender through this link.

Techno-commercial Tabulation is a comparative statement of various Technical and Commercial Conditions quoted by various bidders.

EPS HQ-ENGG/IREPS		Techno-Commercial Tabulation For Tender No:Bridge012342-15		Due Date/Time: 25/01/2016 11:15
Name of Work	Construction of suspension bridge over river Hubli between RFD and UGR			
Tender Type	Open	Bidding System	Double Bid System	
Closing Date/Time	25/01/2016 11:15	Date/time of Uploading Tender	24/01/2016 14:15	
Pre-bid Conference Required	No	Pre-bid Conference Date/Time	Not Applicable	
Advertised Value	2408192964.65	Tendering Section	BRIDGE	
Earnest Money (INR)	1.00	Offer Validity	90 (Days)	
Tender Document Cost (INR)	1.00	Period of Completion	18 Months	
Tender Document Sets Issued	3	No. Of Participating Bidders	3	
Techno-Commercial Offer Opened By (Exec.)	UMESH KUMAR Dy.CE/II	Techno-Commercial Offer Opened By (Accts.)	MAHESH KUMAR Dy.FA/2	
General Instructions				
All Bidders, While submitting their offer have confirmed to have read and understood the following General Instructions, and have agreed to abide by these instructions.				
S.No.	Description			
1	Payment of each group of items shall be on the basis of rates indicated in above tables duly modified by percent above/below/at par accepted by Railway Administration.			
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. 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.			
3	Additional conditions or stipulations if any must be made by the tenderer/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 additional conditions, which are explicitly accepted by the Railway, shall form part of the contract.			
Special Condition				

Snapshot of part of techno-commercial tabulation- Page 1

S.No.	Description	
1	Test special condition	
Special Financial Criteria		
1	Corrig test special financial criteria	
	Bidders Name	Documents Attached
	CRIS TEST-BHAGALPUR.	(tb1 bridge elig doc 1) (tb1 bridge elig doc 1 del rev) (tb1 bridge elig doc 1 del rev)
	CRIS TEST-VARANASL	(tb1 bridge elig doc 1) (tb1 bridge elig doc 1 del rev) (tb1 bridge elig doc 1 del rev)
	GNFC LTD-DELHI.	(tb1 bridge elig doc 1) (tb1 bridge elig doc 1 del rev) (tb1 bridge elig doc 1 del rev)
Special Technical Criteria		
1	Corrig Special technical Criteria	
	Bidders Name	Documents Attached
	CRIS TEST-BHAGALPUR.	(bridge tb1elig doc)
	CRIS TEST-VARANASL	(bridge tb1elig doc)
	GNFC LTD-DELHI.	(bridge tb1elig doc)

Snapshot of part of techno-commercial tabulation- Page 2

5.11. View Offers (📄): This icon is available in various Tender folders showing opened tenders. The list of all the firms who have submitted their offers against the tender, the detailed offers, and the documents uploaded by the bidders can be seen through this link.

List of Suppliers For Tender Box Opening			
Offer No	Supplier Name	Offers	Attached Documents(Count)
1/3	TEST BIDDER1-BOKARO	Pdf Interactive View	Download Attached Documents (6)
2/3	TEST BIDDER2-RAIPUR	Pdf Interactive View	Download Attached Documents (4)
3/3	TEST BIDDER3-HYDRABAD	Pdf Interactive View	Download Attached Documents (4)

The offers of each bidder can be seen in PDF or interactive format by clicking against the respective link against the name of the bidder. Clicking on the Download Attached Documents link against any bidder’s name displays the list of the documents uploaded by the firm, and clicking on the file name (please see image below) opens the PDF document.

List of Attached Documents (TEST BIDDER2-RAIPUR)			
Please Click File Name to Download			
S.No	File Name	File Description	Date of Upload
1	Vend doc 1.pdf	nkijpoko	03-MAR-16
2	Test doc 1.pdf	ghuuuj	03-MAR-16
3	Test doc 2.pdf	hjgyyu	03-MAR-16
4	Vend doc 3.pdf	mjjokoj	03-MAR-16
5	REQUESTFORM.pdf	ghfjkkjhgh	03-MAR-16
6	REQUESTFORM.pdf	mkhojo	03-MAR-16
7	REQUESTFORM.pdf	dfhjgf	03-MAR-16

5.12. Briefing Note (📄): This icon is used to prepare and publish Briefing Note.

Briefing Note					
Admin Unit/ Department	EPS HQ-ENGINEERING/IREPS	Tender No.	CR0203CR	Due Date/Time	03/03/2016 14:45
Name of Work	construction of ROB				
Approximate Cost	12163400.62				
Tendering Authority					
Tender Type	Open				
Bidding System	Single Packet System				
Tender Doc. Cost (INR)	6000				
Earnest Money (INR)	210820				
Period of Completion	100 Days				
Validity of Offer (Days)	100				
Closing Date & Time	03/03/2016 14:45				
No. Of Tender Forms Sold	6				
No. Of Offers Received	3				
Tender Opened By	Tender Opened By (Exec.) MUKESH KUMAR YADAV,DyCE/G/CRIS Tender Opened By (Accts.) RAHUL KUMAR,Dy.FA/1/FIN				
Tender Document Placed At	SN- <input type="text"/>				
Newspaper Cutting Placed At	SN- <input type="text"/>				
Sanctioned Detailed Estimate	SN- <input type="text"/>				
Funds Availability	SN- <input type="text"/>				

The link is available in the Tender folders on home page for tenders which have been opened. The details already available in the system is automatically captured by the system and populated in the briefing note, and input text boxes are provided in the briefing note to enable the user to enter the remaining details. The details can be saved in draft mode. After the briefing note is vetted by finance, the same is to be published to freeze the contents.

5.13. Approve/ Reject Technical Bids - This icon is available in the folder **Two Packet- Technical Offers Under Evaluation**. Clicking on this link opens the interface for approving / rejecting the technical bids.

- Only those officials will be able to approve / Reject Technical Bids who have been assigned this function through Manage Posts functionality.
- Approval / Rejection of Bids should be done after the Tender Committee recommendations for approval or rejection of the technical bids received against the tender have been accepted by the competent authority.

Clicking on the icon opens the following interface for approval or rejection of technical bids, along with the remarks.

Evaluate Tender Bids

Tender No: **epshq-B15-16-453** Dept/Rly: EPS HQ-ENGG/IREPS-TESTING Closing Date/Time: 15/05/2016 11:00

Tender Title: Construction of new Bridge over river Ganges between RDE and RDS

Tender Type: Open

Update Status - TechnoCommercial Bids

Offer No	Supplier Name	Techno Commercial Offer	Attached Documents(Count)	Actions*	Remarks*
1/2	CRIS TEST-BHAGALPUR. (Gumti no 1)	pdf Interactive View	Download Attached Documents (3)	Select ▼	⬇
2/2	CRIS TEST-JAUNPUR. (Ram Bag)	pdf Interactive View	Download Attached Documents (3)	Select ▼	⬇

[View Techno-Commercial Tabulation](#)

Due Date/Time for Financial Bid Opening

The detailed procedure for opening of Two Packet tenders is described in the **Tender opening** section of this manual.

6. Miscellaneous

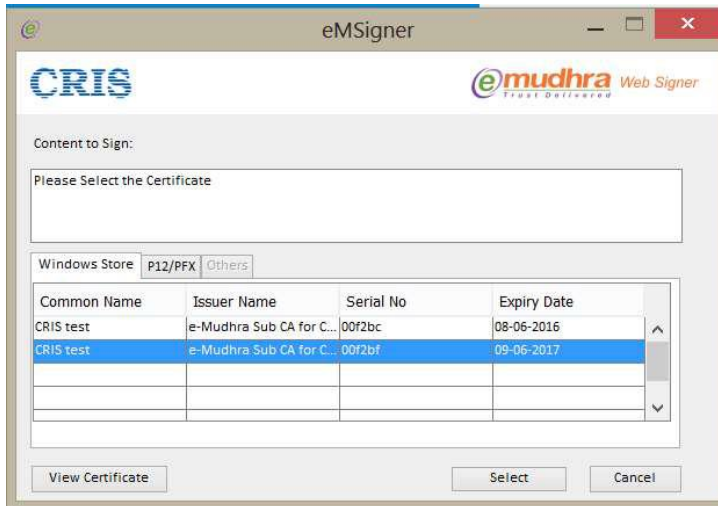
6.1. Reset Password using Digital Signing Certificate (DSC)

Users can reset their password (especially lost/ forgotten password) through the links available on the login page as shown below:

Clicking on the **Click Here to Reset Password Using DSC** brings up the following page.

On entering his E-Mail ID (user name), and clicking on Submit button the user is presented with the Change Login Password Page. At this point of time the DSC of the user should have been inserted in USB drive of the computer.

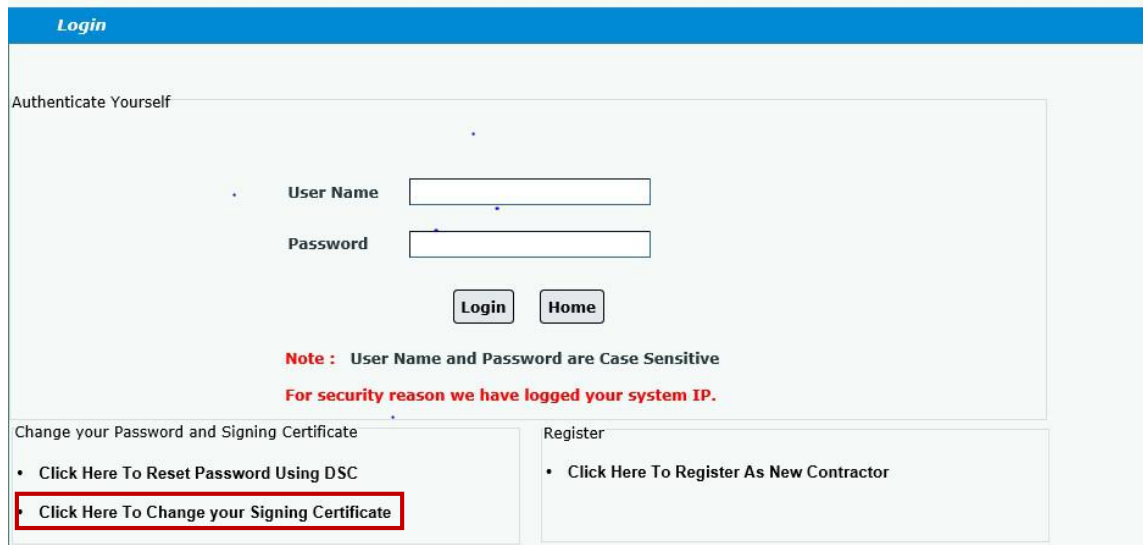
The user is required to Enter/ Re-Enter the new password and click on Sign & Submit button. This opens the web signer applet as shown below:



The user has to select his DSC from the list and click on the Select button. If prompted to do so, the user is required to enter his DSC token password. This resets the user password. The user can login into the application using his username (Email ID) and the new password.


6.2. Change Digital Signing Certificate

Digital Signing Certificates have limited validity. Users may be therefore required to change their DSC. This can be done through the link available on the login page as shown below:



The screenshot shows the 'Login' page with a blue header. Below the header, there is a section titled 'Authenticate Yourself' containing input fields for 'User Name' and 'Password', and 'Login' and 'Home' buttons. A note states: 'Note : User Name and Password are Case Sensitive' and 'For security reason we have logged your system IP.'. Below this, there are two columns of links. The left column is titled 'Change your Password and Signing Certificate' and contains two links: 'Click Here To Reset Password Using DSC' and 'Click Here To Change your Signing Certificate' (which is highlighted with a red border). The right column is titled 'Register' and contains one link: 'Click Here To Register As New Contractor'.

Clicking on the **Click Here to Change your Signing Certificate** brings up Change Digital Signing Certificate page as shown below:

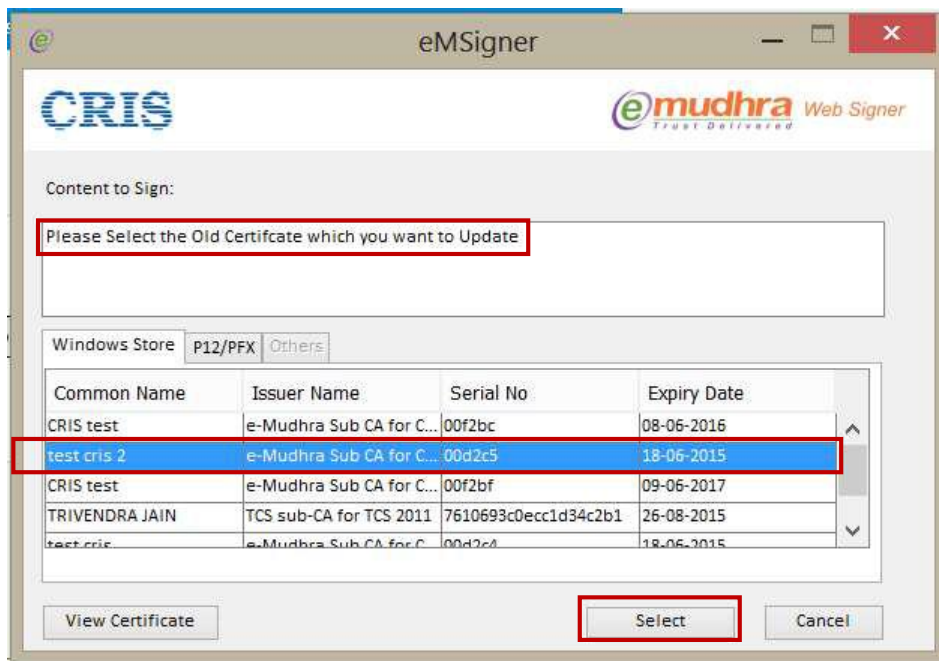


The screenshot shows the 'Change Digital Signing Certificate' page with a blue header. Below the header, there is a section titled 'Change Digital Signing Certificate' containing input fields for 'User Name' and 'Password', and 'Submit' and 'Home' buttons. A note states: 'Note : User Name and Password are Case Sensitive' and 'For security reason we have logged your system IP.'.

The user is required to enter his User Name and Password on this page and click on **Submit** button. This opens a new page as shown below.

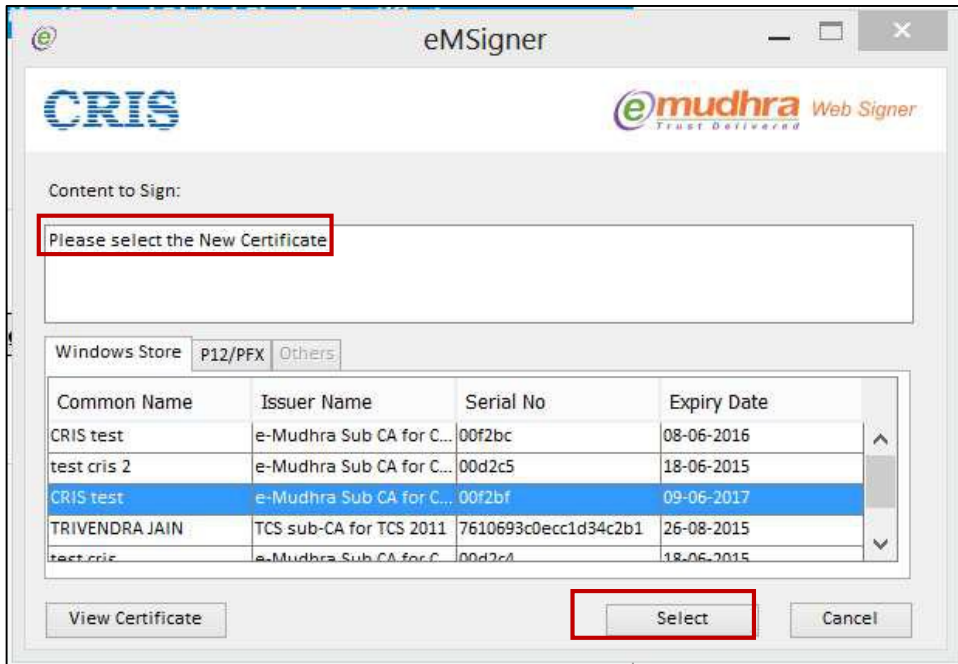


Hitting on the **Click here to Update your Digital Signature Certificate** opens the web signer applet as shown below:

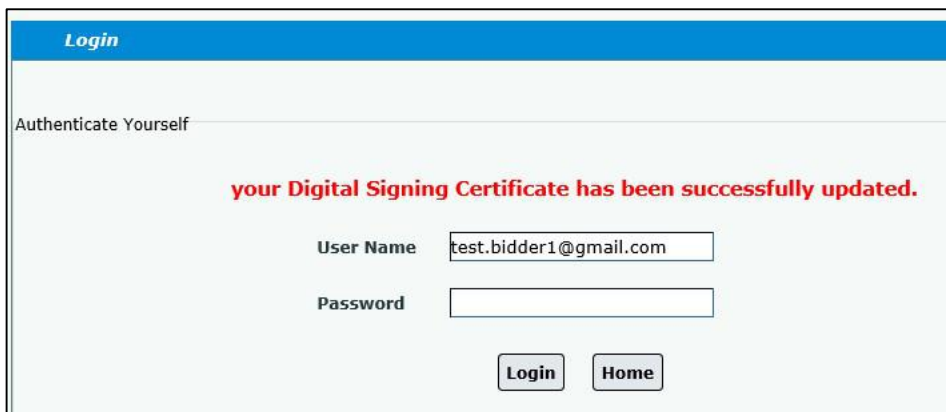


Please select the **Old Certificate** which the user wants to replace from the list of certificates (this will show up only if the DSC token is already inserted into USB drive of the computer), and click on **Select** button.

This opens another signer window on which you are now required to select your new certificate (which appears in the list if the DSC token is already inserted in USB drive of the computer), and click on the Select button as shown below



This changes the certificate and you will get a message to this effect as shown below:




This completes the process of changing DSC.

7. Disclaimer

- 7.1. IREPS software is continuously being upgraded and the Pages/ Forms shown or referred to in this manual may be subject to changes. Please keep themselves updated with the latest changes, by referring to the latest versions of user manuals available on the website, and by taking note of the messages sent by the IREPS administrator from time to time.

Though every care has been taken to describe the features/ process of the application accurately, some errors may have crept in inadvertently. In case of any doubt/ discrepancy please contact helpdesk immediately.

--- End of Document ---



Guidelines for Procurement, Use and Management of Digital Encryption Certificate (DEC)

Author- Rajesh Abrol, GM/VIMS, CRIS
Document Version- 2
Published on: 22.11.2018

-
- I. Purpose of Digital Encryption Certificate (DEC):** In order to ensure confidentiality of bid data (for tenders) and reserve price (for sale auctions), a system of encryption called asymmetric cryptography has been employed in the Indian Railways E-Procurement System (IREPS). The asymmetric encryption is achieved through a Digital Encryption Certificate (hereinafter referred to as DEC).
- II. CAs:** The encryption certificate is to be procured from a Certifying Authority (CA). The IT Act provides for the Controller of Certifying Authorities (CCA) to license and regulate the working of Certifying Authorities and also to ensure that none of the provisions of the Act are violated. Thus, the encryption certificates are to be procured only from CA's licensed by CCA of India. List of CA's licensed by CCA of India is available on the website of CCA i.e. <http://www.cca.gov.in>.
- III. Requirement of DEC:** Each individual tendering unit or auction conducting unit shall require one Digital Encryption Certificate. Separate tendering authorities and/or auction conducting authorities require separate Encryption Certificates. The requirement of DEC's is summarized as under:
- a. A separate DEC for Headquarters' Office of each tendering department like Stores, Engineering, Mechanical, Electrical, S&T, Medical, Commercial etc. who are involved in E-Tendering through IREPS/IMMS. All the sections of a department will use the same DEC.
 - b. A separate DEC for Divisional Office for each tendering department like Stores, Engineering, Mechanical, Electrical, S&T, Medical etc. Only one DEC will be procured by a department even if there are multiple branch officers of the department posted in the division.
 - i. An additional DEC would be required for Divisional Stores Officer of those divisions which are conducting e-Auction through IREPS
 - c. Stores depots where the activity of purchasing as well as auction of scrap is taking place would require two different Digital Encryption Certificates, one for the tendering activities, and one for the auction activities.
 - d. A separate DEC for each tendering departments in Construction units. All sections of a department in the construction unit will use the same DEC.
 - e. A separate DEC for each tendering departments of each field unit like Sheds, Workshops, Maintenance Units, Hospitals etc.
- IV. TECHNICAL REQUIREMENTS**
- a. Encryption certificate class III SHA-256 Hash Algorithm and 2048 bit RSA Key shall be procured. The certificate should have its roots up to RCAI and should be IT Act 2000 compliant. The digital certificates may be procured from CA's with two years validity.

-
- b. Railways should clearly specify the Operating System Windows 7, Windows 8 etc. and Internet Browser IE 10 to IE 11 etc.
 - c. The DEC shall be procured in USB tokens only. Two copies of same DEC shall be procured by the tendering/auctioning units in two separate USB tokens. This requirement will have to be advised to the CAs in advance, as the CA may charge additional fee for providing two copies of the same DEC in two different tokens.
 - d. The device driver for the USB token shall be obtained from the CA at the time of supply. These drivers are Internet browser as well as operating system dependent, and the CA should be advised to supply suitable driver as per user requirement. Any problems related to installation or working of the DEC may be taken up with the CA only, as CRIS will not be able to provide any assistance in this regard.
 - e. The Digital **Encryption** certificate (DEC) and Digital **Signing** Certificate (DSC) should be procured on two different USB tokens. Under no circumstances shall the DEC and DSCs be procured on the same USB token.
 - f. The Complete procedure for Suspension /Revocation should also be obtained from the CA at the time of supply of DEC.

V. MANAGEMENT AND SAFE CUSTODY

1. Safe custody and proper handling of the USB token containing DEC is of utmost importance as Bid data or the Reserve price encrypted with a particular DEC can be decrypted with the same DEC only. In case the DEC is lost, the tender which has been encrypted with the DEC cannot be opened. Similarly, it shall not be possible to decrypt the reserve price which will necessitate cancellation of e-auction lots.
2. Even after opening of the tender or completion of auction the DEC may be required for post event verification which may be mandated by the statutory/regulatory bodies like Vigilance, Courts etc. Thus, the DEC is required to be preserved, even after expiry of the same, for the same period for which the relevant encrypted records are required to be preserved as per the extant instructions.

After the expiry of the DEC, the new DEC should be procured in a different token. Under no circumstances the existing DEC shall be handed over to the supplier, as he shall overwrite the existing DEC in the token with the new DEC resulting in loss of all unopened tenders issued with the existing DEC.


3. One copy of the DEC shall be handed over to the user (Tender opening official or the Auction Conducting Official) under acknowledgement, and the user shall be responsible for safe custody and preservation of this DEC. The 2nd copy of the DEC shall be in the safe custody of an official authorized for this purpose by the competent authority.

-
4. On transfer/ superannuation of the DEC holder, the DEC shall be handed over to the new incumbent. The user shall under no circumstances carry the DEC along with him even though the DEC may have been issued in his name.
 5. All the expired DEC's shall be kept in safe custody for the required period (refer para 2. *ibid*). A label shall be put on each such expired DEC indicating the name of the unit and the validity start and end date of the DEC. On transfer of an official having custody of the expired DEC's, he shall handover all such DEC's to the new incumbent and obtain an acknowledgement of the same.
 6. The decryption of bids received against a tender can be done only with the same DEC whose public key was attached with the tender at the time of publication. Once a tender has been published the public key attached with the tender cannot be changed.

IREPS application does not permit attachment of encryption certificate to a tender whose date of opening is beyond the validity of the DEC. The postponement of tender opening date of a published tender beyond the validity date of attached DEC is also not permitted. Thus, in case the date of opening of tender is to be extended beyond the date of expiry of the attached DEC, there will be no option but to cancel the tender and re-invite the same attaching a new DEC. To avoid any inconvenience on this account, new DEC should be procured sufficiently in advance of the expiry of the existing DEC, and use of the DEC for publication of new tenders should be stopped 3-4 months before the expiry of the same. The use of existing DEC for opening of tenders will however continue till all the tenders published with the existing DEC have been opened.

7. In case of loss of DEC it shall be the responsibility of the holder of the DEC to inform the CA immediately for revocation of the DEC. The holder shall also immediately inform CRIS about loss of DEC.

~~ End of Document ~~

A dark blue vertical bar is on the left side of the page. A blue arrow points from the bar towards the text.

User Manual for Department Admins for IREPS (Works)

A series of thin, overlapping, curved lines in shades of blue and grey are located in the bottom-left corner of the page.

Version 1.0

Release Date: 09.06.2016

	AUTHOR	APPROVED BY
NAME	Rajesh Abrol	Rajaram Prasad
DESIGNATION	CM/MMIS/CRIS	GM/MMIS/CRIS
SIGNATURE		

Revision History:

VERSION NO.		RELEASE DATE	AUTHOR	SECTION/ PAGE CHANGED	DETAILS OF CHANGES	REVIEWED BY
FROM	TO					

Table of Contents

Sl. No.	Topic	Page No.
1.	General Information	3
1.1	Application Overview	3
1.2	Purpose & Scope	4
1.3	Points of Contact	4
2.	Getting Started	5
2.1	General	5
2.1.1	Software & Hardware Requirements	5
2.1.2	Internet Basics	5
2.2	URL of the Website	7
3.	Creation of Department Admins	8
3.1	Role of Department Admins	8
3.2	Creation of 1 st Department Admin by CRIS	9
3.2.1	Checking status of department creation request	11
3.3	Creation of new department admin by existing admin	12
4.	Login by Standard Railway user	13
5.	Department Admin Home Page	16
6.	Admin Functions	16
6.1	Manage Sections	16
6.2	Manage Posts	18
6.3	Create User	25
6.4	Update Department Details	27
6.5	Upload Encryption Certificate	27
6.6	Link Finance Department	30
6.7	Tender Opening Schedule	31
6.8	Upload/ View Documents	32
6.9	Other Admin Functions	32
7.	Miscellaneous	33
7.1	Reset Password using Digital Signing Certificate (DSC)	33
7.2	Change Digital Signing Certificate	35
8.	Disclaimer	38

1. General Information

1.1. Application Overview

Indian Railway Electronic Procurement System (IREPS) is the Application Software of Indian Railways for online activities for procurement of Goods, Works & Services, Sale of Materials, and Leasing of Assets through the process of E-Tendering, E-Auction or Reverse Auction. The application allows users to capture data at various levels of the procurement process in a secure manner using various security features like digital signature, digital encryption certificate for encryption and decryption of data etc. The application can be accessed with valid user ID and Password in combination with a Digital Signing Certificate. The application is divided in different work areas depending upon the nature of activity viz. Supply and Services, Works, Leasing, Auction Sale etc. **This document describes processes related to Works Tenders.** The application is divided in the following modules:

NIT: The NIT module contains the process of NIT (Notice Inviting Tender), Tender Document Creation and Publishing, Corrigendum Creation and Publishing, Pre-Bid Queries and Responses against these Queries.

BID (Bidding, Evaluation, etc.): The Bid module contains the process of Payments for Tender Document Cost (TDC) and Earnest Money Deposit (EMD), Submission of Techno-Commercial and Financial Bids, Uploading of Documents, Tender Box Opening, Generation of Comparative Statements, Automatic Ranking of Bids and Creation of Briefing Notes. All firms who get themselves registered on the IREPS website through an online registration process, and who are authorized to bid against a tender can submit their bid against the tender through the IREPS application.

ADMIN: IREPS application calls for extensive administration responsibilities to be handled by registered administrators from railways. These administrators have roles divided amongst them based on their location and authority. EPS Administrator and Department Administrators are two types of administrators who look after all the administrative functions and also maintain the application on an ongoing basis.

Help Desk: The Help Desk is the module of the EPS application which provides the facility to Contractors, Railway users and others to get help if they face any problem at the time of using the application, or if they have any query regarding the application. This module tracks the log of all queries raised by different users and log of replies sent by help desk users to the raisers.

1.2. Purpose & Scope

Purpose of this document is to guide the Department Admins of Works Module on how to operate the E-Procurement Application. This manual will help them to familiarize with various forms/pages and processes provided in the application for administrative functions.

1.3. Points of Contact

For clarification about any specific process of IREPS application the contact point is Help Desk. For further details about Helpdesk functionality, **Helpdesk** section of this manual may be referred to.

2. Getting Started

2.1. General

2.1.1. Software & Hardware Requirements

The detailed guidelines regarding software & Hardware requirements are laid down in a separate manual titled **Getting Your System Ready for IREPS Application**. This manual can be downloaded through the **Learning center** link available in the left navigation bar of the home page of IREPS application (www.ireps.gov.in). Users are advised to go through the above mentioned manual before reading the current manual.

2.1.2. Internet Basics

The Internet is a worldwide system of computer networks facilitating access to information and people. Using the Internet to access and use EPS Application requires an Internet connection, and an internet browser application (Internet Explorer or Mozilla Firefox). A browser application allows access to Web pages on the World Wide Web (www or the Web).

Web Page

The image below shows the different elements of a web page, which include Title bar, Tool bar, Menu Bar, Address bar, Tabs, Left navigation block, Right navigation Block etc.



The users may familiarize themselves with these elements and their notations, as these will be repeatedly used in the following pages. Some of these elements are described in detail below:

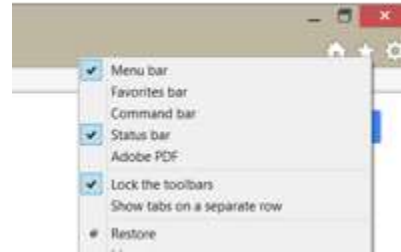
Menu bar:

The menu bar provides drop-down menus for browser functions. By placing the cursor over a menu item and clicking on it with the left mouse button, the drop-down menu appears. Highlight the appropriate menu function with the cursor to make a selection.



Menu Bar

✚ If you are not able to see the menu bar in your browser, right click on any empty area in the title bar and click on the Menu bar option in the options panel as shown in the picture:



Address bar:

Address bar is the area where the user has to type the address of the website (also known as Uniform Resource Locator, or URL in short). To access the IREPS website, the user has to type the URL of the website in the address bar and press the Enter Key.



Address Bar

Tabs:

Multiple Pages can be opened in an Internet Browser window. The contents of only one of these pages is displayed on the screen. The titles of the opened pages are displayed on top of the Browser window. The contents of the page whose contents are being displayed is called active tab. Clicking on the title of any page makes the tab active.

Left Navigation Block:

This is the area on the left side of the web page containing various links. The left navigation block of the IREPS home page is divided into two sections namely Quick Links and Important Links. These are described in detail in subsequent sections.

Right Navigation Block:

This is the area on the right side of the web page. The right navigation block of the IREPS home page is divided contains the notifications area, which is described in detail in subsequent paras.

2.2. URL of the website

The URL to access the Home page of the website is <https://www.ireps.gov.in>.

3. Creation of Department Admins

3.1. Role of Department Admins

Depending on the Functions, Privileges and Responsibilities, Railway users are divided into two categories namely **Department Administrators** and **Standard Railway Users**.

Each railway department (Engineering, Mechanical, Electrical, S&T etc.) within an administrative or functional setup of Indian Railways (Zone/PU Hqrs., Divisions, Workshops, Maintenance depots, Stocking depots etc.) is registered as a separate unit on IREPS Portal. These units are known as IREPS departments. Each such IREPS department has a department administrator for performing administrative tasks like Management of Users/ Sections/ Posts/ Condition Masters/ Document Masters/ Item Directories, Assignment of Functions to posts, Nomination of officials for opening of tenders etc. Some of these functions (Management of Condition/Document masters, Item Directories etc.) can be assigned by the department admin to a standard user, whereas some other functions like creation of standard users, posts, and assignment of functions etc. have to be done by the department admin himself.

The application also allows a unit to have more than one department admin. **Officials of grade Jr. Scale and above can only be made department admins.**

3.2. Creation of 1st Department Admin by CRIS

The department admin of a newly registered department is created by CRIS at the time of registering of the department itself. The registering of the department and creation of department admin is done by CRIS against submission of an online department creation form by an authorized official of the unit. The link for submission of department creation form is available on the Home page of IREPS website (www.ireps.gov.in).



Clicking on this link opens up the following interface:

Request Form for Railway Unit/Department Creation on IREPS (for works tender only)

[Click here to check your Request status](#)

Note : This form is meant for Railway officials (for E- Tendering for Works Contracts only) & not for Vendors / Contractors

Department Details

Organization *	Select			Zone/PU/CTI *	Select
Org. Unit Type *	Select			Unit Controlling Deptt *	Select
Sub Unit Type	Select				
Admin Unit *	Select			Sub Unit Deptt *	Select
Work Areas Required *	Works Tender				

Are you going to issue tender?
Are you going to issue auction?

Admin Post Details

Department*	Select			Grade *	Select
				Designation *	Select /

Admin User Details

Email *		DOB (DD/MM/YYYY) *	
First Name *		Middle Name	
Last Name *		Gender *	Select
Mobile No. *		Fax No.	
	(Country Code) (Mobile No.)		

Address / Contact Details

Address Line 1 *	Address Line 2
Country *	State *
Select	Select
City *	Pin / Zip Code *
Phone No.	Fax No.
	(Country Code) (STD Code) (Phone No.)

Details of official submitting the request form

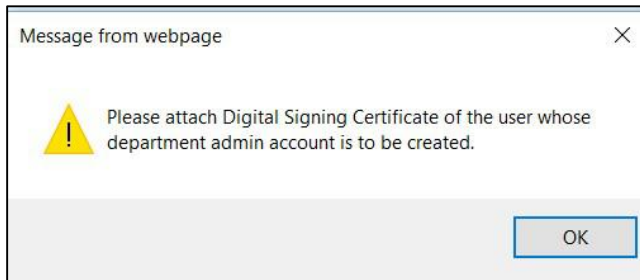
Name *	E-Mail Id *
Designation *	Railway *
Mob. No.	Fax No.
	(Country Code) (Mobile No.)

- Please ensure that Java is installed on your computer, otherwise you will not be able to complete the form submission process. Please read the manual Getting Your System Ready for IREPS application for further details. This manual can be accessed through the Learning Center link on IREPS Home page

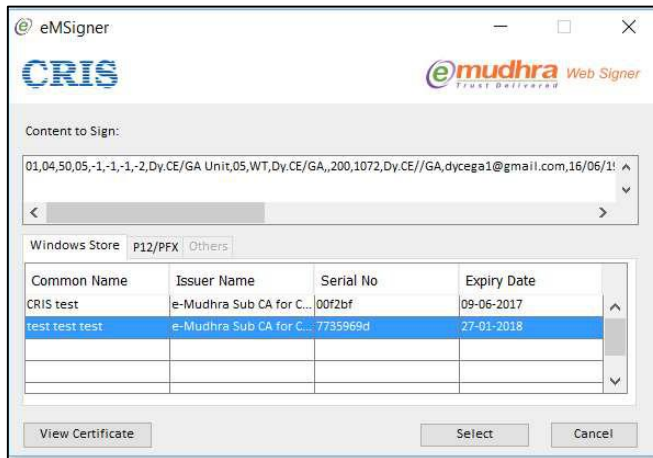
- If Java Security warning pop up opens, please click on **Continue** button. If Cancel button is clicked, you will not be able to login, and the browser window will have to be closed and re-opened.



The user has to fill up all the required details in the department creation form and click on Proceed button. This brings up the following message:



At this stage the Digital Signing Certificate of the official who is to be made department admin (& not the official who is submitting the form) should be inserted in the USB drive of the computer. Clicking on OK button on this page will bring up the signer window:



Please select the DSC of the department admin and thereafter click on the Select button. This will complete the form submission process and the following message will be displayed.



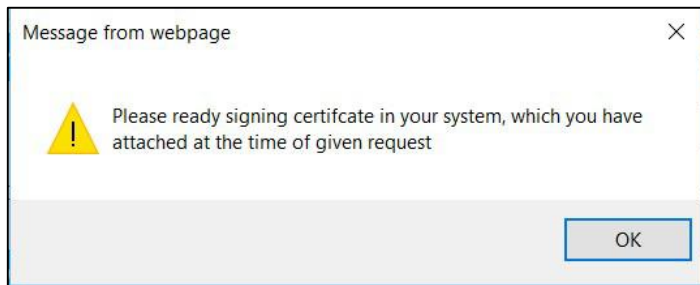
After the department registration is done by CRIS, the password for the user account of the department admin is sent at the email ID of the department admin provided in the department creation form.

3.2.1. Checking status of department creation request

To check the status of your department creation request please click on the department creation form on the home page of the website, and on the department creation form click on the link 'Click here to check your request status'

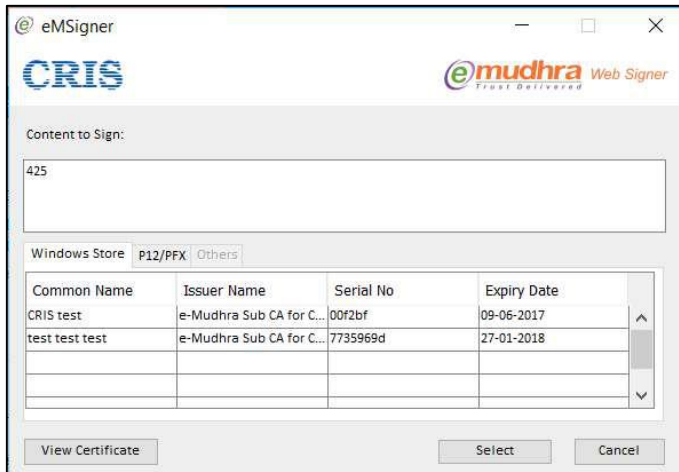


Enter your request ID in the space provided for the same and click on the **Sign & Submit** button. This will bring up the following message.

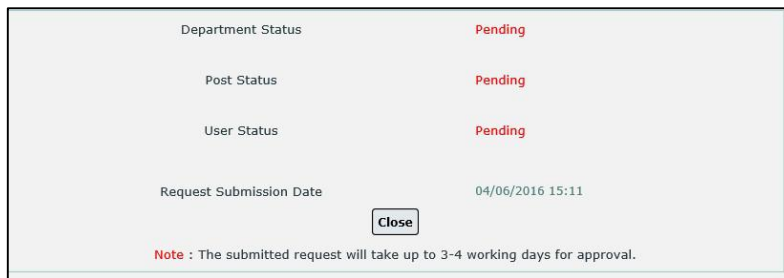


Please insert the DSC of department admin in USB drive of your computer and click on OK button.

This will bring up the signer window as shown below.



Please select the DSC of the department admin by clicking on it, and click on the **Select** button. The status of the department/post/user creation is displayed as shown below.



3.3. Creation of new department admin by an existing admin

The application allows creation of more than one department admin for any IREPS department. A department admin can assign department admin privileges to any standard user by assigning **[Administration]** function to his post.

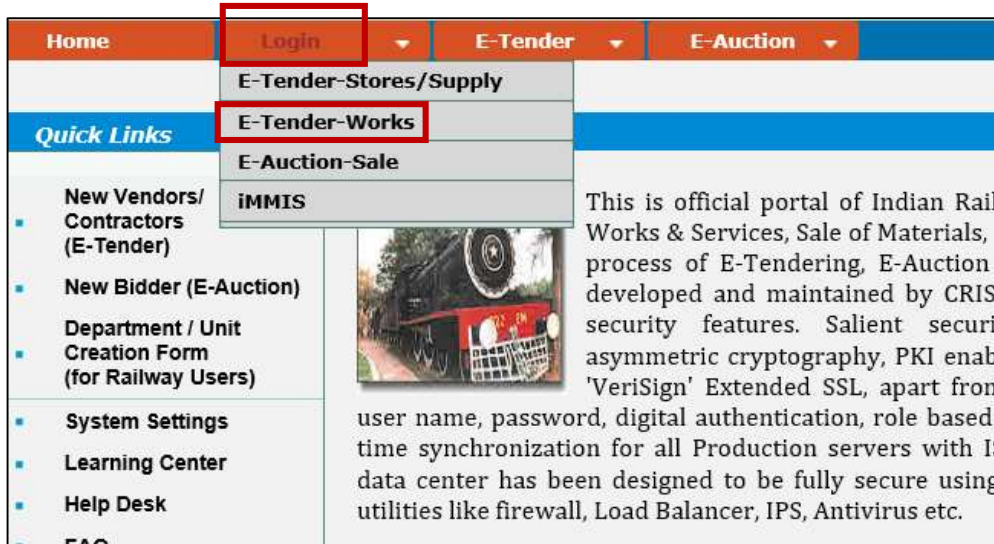
Assignment of functions to a post is done through Manage Posts link. The process of assignment of functions to a post is described in detail in the **Creation and Management of Posts** sub-section of this manual.

Officials of grade Jr. Scale and above can only assigned [Administration] function.

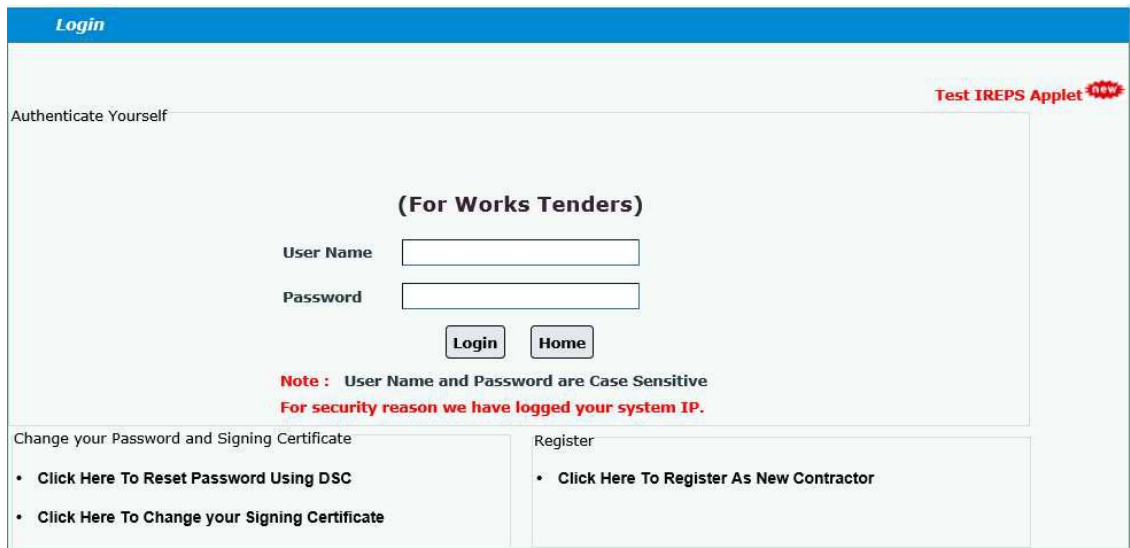
- ✚ Department admin of a unit while proceeding on leave, or leaving the unit on transfer or superannuation shall, before leaving assign admin function to any other user of the unit after obtaining approval of competent authority.

4. Login by Department Admin

Department admins can login into the IREPS application in exactly the same manner as is done by a Standard Railway user by clicking on the Login button on the Home page (www.ireps.gov.in) and choosing the option E-Tender- Works as shown below:



This will bring up the **Login** page as shown below.



Authenticate Yourself

Test IREPS Applet ^{new}

(For Works Tenders)

User Name

Password

Note : User Name and Password are Case Sensitive
For security reason we have logged your system IP.

Change your Password and Signing Certificate

- Click Here To Reset Password Using DSC
- Click Here To Change your Signing Certificate

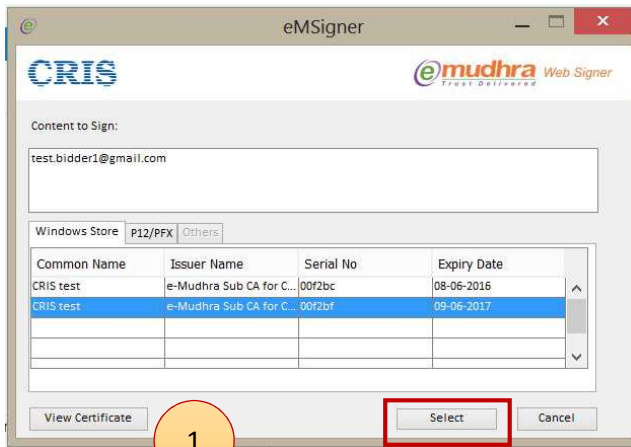
Register

- Click Here To Register As New Contractor

✚ If Java Security warning pop up opens, please click on **Continue** button. If Cancel button is clicked, you will not be able to login, and the browser window will have to be closed and re-opened.



Please insert your Digital Signing Certificate (DSC) USB token in USB drive of your computer, enter your Username and Password on the Login page, and click on **Login** button. This will open the web signer applet as shown below:



Please select your digital certificate by clicking on it (which will be listed in the web signer only if the DSC token is already inserted into USB drive of the computer), and click on **Select** button. You will be asked to enter the DSC token password (provided by the DSC supplier) as shown in step 2 above.

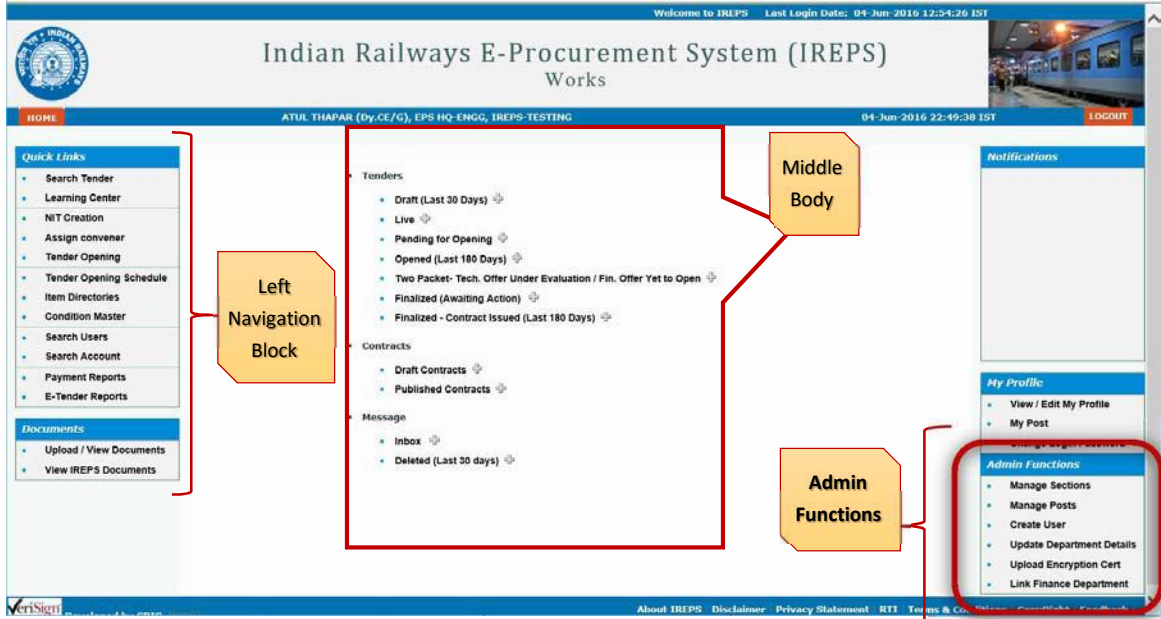
At this point the users who are logging in for the first time will be presented with the **Change Login Password screen** as shown below. It is mandatory to change password when you are logging in for the first time.

Please follow the steps mentioned on the screen (see next page), and click on the **Save** button to change your password

After change of password, the Railway User Home Page will open. The change password page will not be opened during subsequent logins. However, in accordance with the password policy the change password page will again be displayed to the user if user password is more than 60 days old.

5. Department Admin Home page

After successful login, the Railway User Home page opens as shown below.



The page may be different for different users based on the functions assigned to them, as links for some activities like Item Directory Management, Templates Management, and Condition Master Management are visible to users only if the corresponding function has been assigned to them by department admin.

The links for functions that can be performed by the department admins only are available in the Admin Functions section in the right navigation block. These links are not visible to the standard railway user.

6. Admin Functions

The functionalities associated with the various admin functions links are described below:

6.1. Manage Sections

Each IREPS department is divided into sub-units called sections. An official of a unit can only create tenders within the sections assigned to him. Furthermore, the user can access all the draft tenders of all the sections assigned to him, whether created by him or any other official of the unit. This allows segregation of work of different officials of the unit.

Optimum number of Sections should be created, after careful evaluation, based on the work distribution in the unit. The following example illustrates some of the ways in which sections can be created:

IREPS department of Engineering department of a division

Officials	Subordinate Officials	Assigned Sections
Sr.DEN/Coord	AEN/I	Works I
Sr.DEN/I	XEN/I, AEN/II	Works II
Sr.DEN/II	XEN/II	Works III
Sr.DEN/III	XEN/III, AEN/III	Works IV

The above arrangement ensures that the jurisdiction of officials gets segregated at Sr.DEN level but not at the level of subordinate officers. Thus, a Sr.DEN will not be able to edit, delete or publish the tenders, or issue corrigendum against tenders pertaining to other Sr.DENs, however, because XEN/I and AEN/II have been assigned the same section, both of them can create tenders in Works II section, and they will both be able to edit/delete any tender that has been created in Works II Section. If these subordinate officials have distinct work domains, it may be better to create the sections in the following manner:

Officials	Assigned Sections	Subordinate Officials & assigned sections
Sr.DEN/Coord.	Works I	AEN/I
Sr.DEN/I	Works II, Works III	XEN/I – Works II AEN/II - Works III
Sr.DEN/II	Works IV	XEN/II
Sr.DEN/III	Works V, Works VI	XEN-III – Works V AEN/III – Works VI

✚ Multiple officials can be assigned the same section, and multiple sections can be assigned to an official.

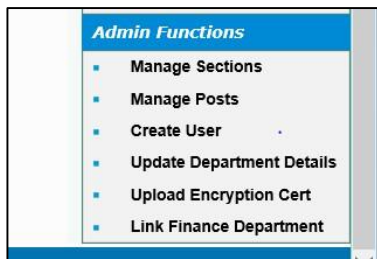
Clicking on the **Manage Sections** link in the Admin Functions section on the home page opens the interface for creation of sections as shown below:



The names of the sections created previously are displayed on the page. Please enter the name and description of the section in the respective fields. Only name of section is displayed to the users in the tender creation process or in the tender documents. Clicking on the Save button creates the new section, and a message to this effect is displayed on the screen.

6.2. Manage Posts

This functionality allows the department admins to create new posts, and edit the attributes of posts like sections, work areas, functions, address and contact details etc.



Interface for creation and management of posts can be accessed through the Manage Posts link in the Admin functions section on Railway User Home page.

Clicking on this link opens the interface as shown below. The page has three tabs namely Add Post, Edit Post Details and View Posts.

The **Add New Post** tab opens by default. This tab is meant for creation of new posts in the unit.

ADD NEW POST
EDIT POST DETAILS
VIEW POSTS

(Fields Marked * are mandatory)

Organization Details

Organization Name :	Indian Railway	Zone :	IREPS-TESTING
Org Unit Type :	Zonal HQ / PU HQ	Unit Controlling Dept :	Engineering
Org Sub Unit Type :		Admin Unit :	EPS HQ
Org Sub Unit Dept* : (Tendering Dept)	Engineering		

Add Post

Grade* :	Select		
Designation* :	select	Select Sections* :	<div style="border: 1px solid gray; padding: 2px;"> <input type="checkbox"/> TM <input type="checkbox"/> SECTIONNEW <input type="checkbox"/> SECTION7 <input type="checkbox"/> GENERAL <input type="checkbox"/> BRIDGE <input type="checkbox"/> TESTING345 <input type="checkbox"/> TEST SEC <input type="checkbox"/> WORKS </div>
Address Line 1* :	ITPI	Address Line 2 :	NEW DELHI
Country* :	India	State* :	Delhi
City* :	NEW DELHI	Pin/Zip Code* :	110002
Phone Number1* :	+ [] [] []	Phone Number2* :	+ [] [] []
Cell Number :	[] []		
Tender Calling Authority* :	GM/EPS, IREPS		
Select Work Area* :	<input type="checkbox"/> Works Tender		

Sign & Submit Reset Exit

Please choose the grade (HAG, SAG, JAG etc.) for which the post is to be created from the dropdown list. The designation prefix can be selected from the dropdown list, and the post suffix can be typed in the input box provided against the Designation field. The sections to be assigned to the post can be selected from the Select Section Field. It is mandatory to fill in all the fields marked *. The work area to be allotted to the user can be selected by selecting the check box against the listed work areas.

Add Post

Grade* :	JAG		
Designation* :	Dy.CE	Select Sections* :	<div style="border: 1px solid gray; padding: 2px;"> <input type="checkbox"/> TM <input type="checkbox"/> SECTIONNEW <input checked="" type="checkbox"/> SECTION7 <input checked="" type="checkbox"/> GENERAL <input type="checkbox"/> BRIDGE <input type="checkbox"/> TESTING345 <input type="checkbox"/> TEST SEC <input type="checkbox"/> WORKS </div>
Address Line 1* :	ITPI	Address Line 2 :	NEW DELHI
Country* :	India	State* :	Delhi
City* :	NEW DELHI	Pin/Zip Code* :	110002
Phone Number1* :	+ 91 11 23546783	Phone Number2* :	+ [] [] []
Cell Number :	[] []		
Tender Calling Authority* :	GM/EPS, IREPS		
Select Work Area* :	<div style="border: 1px solid red; padding: 2px;"> <input checked="" type="checkbox"/> Works Tender <input type="checkbox"/> [Administration] <input type="checkbox"/> Tender Document Signing <input type="checkbox"/> Tender Box Opening <input type="checkbox"/> Deal TC Cases <input type="checkbox"/> Coordination <input type="checkbox"/> Assign Tender Cases <input type="checkbox"/> Approve / Reject Bids [2 Packet] <input type="checkbox"/> Add / Edit Templates </div>		

Sign & Submit Reset Exit

Selecting a work area displays the list of functions that can be assigned to the post being created. Please tick the check box against all the sections that are to be assigned to the post.

- ✚ [Administration } is a special function through which department admin privileges can be assigned to the post being created. Any official occupying a post to whom this function has been assigned will become department admin of the unit. This function cannot be assigned to a grade lower than Junior Scale.
- ✚ Coordination is the elementary function which will allow the user to create draft tenders, and to view MIS reports.
- ✚ Tender Document Signing function, which is used to sign and publish tender and corrigendum cannot be assigned to a grade lower than Junior Scale. Approve/ Reject bids (2 Pkt) function, which is required to mark the technical bids in a two packet tender as approved or rejected can also not be assigned to a grade lower than Junior Scale.

After filling up the form click on the **Sign & Submit** button, which will bring up the web signer window to enable the user to save the changes after signing with his Digital Signing Certificate.

Edit Post Details tab is meant to edit the attributes of an existing post. Clicking on this tab brings up the following page.

To edit any post one has to choose the grade associated with the post from the dropdown list against the **Grade** field, and then choose the post from the dropdown list in the **Post** field

- ✚ Choosing JAG, SG or NFSAG grade displays the posts of all these three grades. Similarly choosing SAG, NFHAG posts displays the posts of both the grades.

Once the grade and post are selected in the respective fields, the attributes associated with the post are displayed as shown below:

ADD NEW POST
EDIT POST DETAILS
VIEW POSTS

(Fields Marked * are mandatory)

Organization Name :	Indian Railway	Zone :	IREPS-TESTING
Org Unit Type :	Zonal HQ / PU HQ	Unit Controlling Dept :	Engineering
Org Sub Unit Type :		Admin Unit :	EPS HQ
Org Sub Unit Dept * (Tendering Dept)	Engineering		

Select Designation

Grade <input type="text" value="JAG"/>	Post <input type="text" value="Dy.CE/G"/>
--	---

Designation Details

Grade :	JAG	Designation :	Dy.CE/G
Sections :	GENERAL,BRIDGE,TS,TM,TESTING345,SECTION7		
Present Incumbent :	ATUL THAPAR		
Reporting Officer 1 :	Dy.CE/I (crisen.dyce2@gmail.com)	for Sections :	GENERAL
Reporting Officer 2 :	Dy.CE/II (epshq.dyce3@gmail.com)	for Sections :	BRIDGE
Alternate Official 1 :	--NA--	for Sections :	-NA-
Alternate Official 2 :	--NA--	for Sections :	-NA-
Tender Calling Authority :	GM/Engineering		

Work Areas **Functions**

Works Tender
 Add / Edit Condition Master,Add / Edit Briefing Note,[Administration],Tender Document Signing,Tender Box Opening,Coordination,Add / Edit Templates,Deal TC Cases,Approve / Reject Bids [2 Packet],Add / Edit Item Directory

Administrator's List

To edit the post attributes one has to click on the Edit button, which opens the following interface:

selected Post

Post	Dy.CE/G	Grade	JAG
-------------	----------------	--------------	------------

BASIC DETAILS
REPORTING OFFICIAL
WORKAREA/FUNCTIONS
CONTACT DETAILS

Sections *

- GENERAL
- TESTING345
- TM
- BRIDGE
- WORKS
- SECTION7
- SECTIONNEW
- TEST SEC

Present Incumbent :

Tender Calling Authority*:

As can be seen, the page has four tabs namely **Basic Details**, **Reporting Official**, **WorkArea/ Functions** and **Contact Details**.

The sections assigned to the post can be changed by selecting or de-selecting the checkboxes in the **Sections** field in in the **Basic Details tab**. The present incumbent i.e. the official who is currently occupying the post can be changed by selecting user from the dropdown list in **Present Incumbent** field. The **Tender Calling Authority** on whom behalf the tender is being called is to be entered in the Tender Calling Authority field.

Vacate a Post- To remove a user from his current post, choose his current post, and in the present incumbent field choose **Vacant** option. A user who is already assigned a post cannot be assigned another post unless he is removed from existing post.

Reporting Official Tab of the Edit Post Interface brings up the following page

This interface can be used to assign Reporting official and Alternate Official of the selected post. Up to two reporting officials can be assigned to a post for different sections. Similarly, up to two alternate officials can be assigned to a post for different sections.

By default officials of the same grade or up to two grades higher of the same railway department are shown in the dropdown list of the Reporting officer field.

- ✚ Only those posts appear in the dropdown list which have already been created through the Add New Post Interface.
- ✚ The posts of GMs, AGMs, SDGMs, DRMs, ADRMs etc. are to be created in Administration department.

If the reporting or alternate official belongs to a railway department different from the railway department of the selected post (for e.g. a branch officer of Engg., Mech., Elec. or any other department in a division reporting to ADRM or DRM who belong to Administration department), or to a different unit (for e.g. DRM of a division reporting to GM, whose post is created in Zonal HQ unit), then the selection shall not be made from the dropdown list, but through the Post Picker tool. Post Picker tool can be accessed by clicking on the icon (👤) appearing against the field. Clicking on this icon opens the following interface:

As can be seen, any post, of any grade, created for any railway department, in any unit of the same organization can be selected by choosing the appropriate options in the Zone, Unit Type, Rly. Dept., Unit and Grade fields. The post can then be selected from the dropdown in the Post field as shown below:

WorkArea/ Functions Tab of the Edit Post Interface brings up the following page:

The WorkArea assigned to a post, and the functions assigned to the post can be changed through this interface.

The Address and Telephone number associated with the post can be changed through the Contact Details tab of the Edit Post Interface:

View Posts Tab on the Manage Posts Interface is meant to view the list and details of all the posts created in the unit.

The list being displayed can be refined on the basis of Grade, and Post Status (All, Live, Discontinued).

A Live post can be discontinued by clicking on the delete icon in the Action tab against the post as shown in the screenshot below:

ADD NEW POST		EDIT POST DETAILS		VIEW POSTS						
Grade : <input type="text" value="All"/> Post Status : <input type="text" value="All"/>										
<input type="button" value="Submit"/> <input type="button" value="Exit"/>										
S.No	DESIGNATION	GRADE	CURRENT OCCUPANT	SECTIONS	REPORT TO 1	REPORT TO 2	ALTERNATE OFFICIAL 1	ALTERNATE OFFICIAL 2	Status	Action
1	Dy.CE/I	JAG	RAKESH KUMAR GUPTA	GENERAL,BRIDGE,TM	NA	NA	NA	NA	Active	
2	Dy.CE/G	JAG	ATUL THAPAR	TS,TESTING345,GENERAL,TM,BRIDGE,SECTION7	Dy.CE/I	Dy.CE/II	NA	NA	Active	
3	Dy.CE/5	JAG	NA	TM,GENERAL	NA	NA	NA	NA	Active	
4	Dy.CE/WK	JAG	NA	BRIDGE,GENERAL,WORKS,TS	NA	NA	NA	NA	Active	
5	Sr.DEN/NR222	JAG	DASDAS DASDAS ASDASD	BRIDGE,GENERAL,TM	NA	NA	NA	NA	Active	
6	Dy.CE	JAG	NA	GENERAL,BRIDGE	NA	NA	NA	NA	InActive	
7	AEN/I/epshq	Jr. Scale	NA	BRIDGE,TESTING345	NA	NA	NA	NA	Active	
8	Dy.CE/II	NFSAG	TRILOK MAHAJAN	TM,BRIDGE	NA	NA	NA	NA	Active	
9	Dy.CE/III	SG	JMESH KUMAR	GENERAL,BRIDGE	NA	NA	NA	NA	Active	
10	Sr.Clerk2	Sr. Clerk	NA	BRIDGE,TESTING345	NA	NA	NA	NA	Active	
11	Ch.OSj1	Sr. Supervisor	SDFSDFS SDFSDFS	GENERAL,BRIDGE	NA	NA	NA	NA	Active	
12	OS3	Supervisor	TEST KUMAR	TS,WORKS	NA	NA	NA	NA	Active	

6.3. Create User

This functionality is meant for creation of User account of individual users. Clicking on this link opens the following interface:

Create User

(Fields Marked * are mandatory)

Application Profile Details

E-Mail/User Id*:

Personal Details

First Name*: Middle Name:

Last Name*: Date Of Birth*:

Gender : Male Female

Office Details

Account *: Department*:

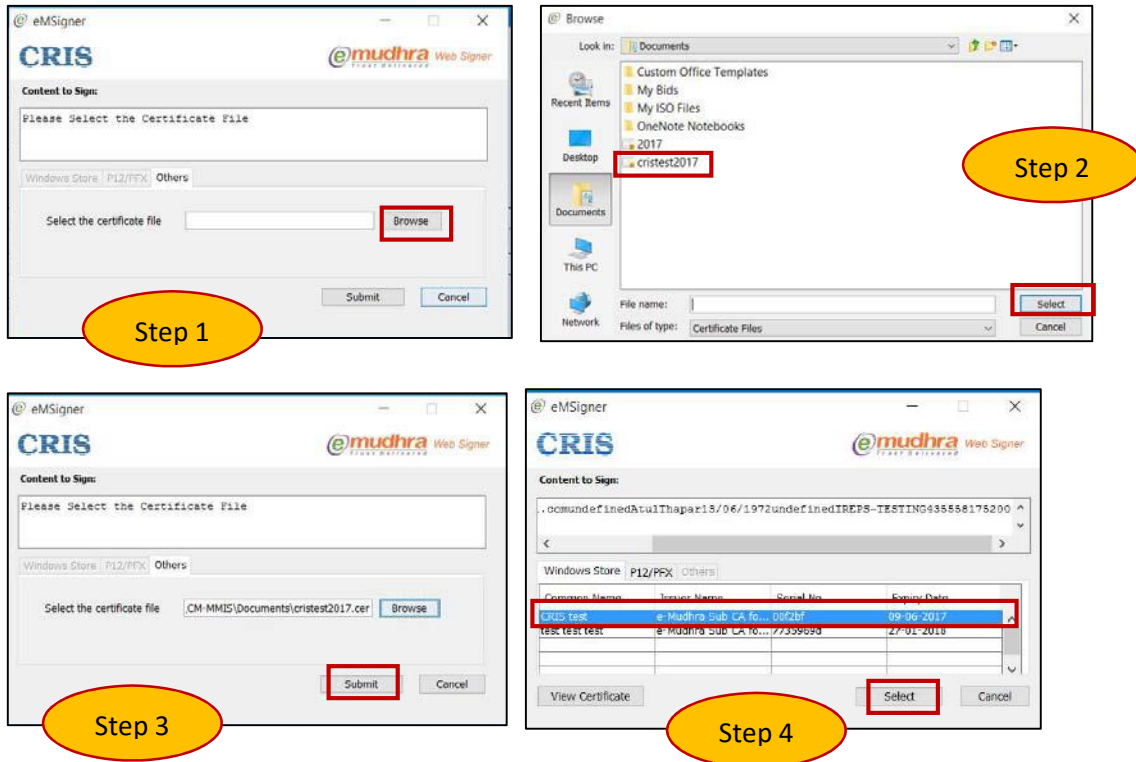
Grade*: Designation:

PF Number : Fax :

Please fill in all the required details, and click on the Sign & Submit button.

- ✚ Assignment of a post to the user being created can also be done at this stage itself by choosing the post from the dropdown list in the Designation field.

Clicking on **Sign & Submit** button will open the Signer window as shown in Step 1 below. Clicking on the Browse button in signer window will open the file manager pop up as shown in Step 2. Navigate to the folder where the public key of the user is stored, select the public key by clicking on the file name, and then click on Select button. Once the public key of user is selected, click on the Submit button in the Signer window as shown in Step 3 below.



- ✚ The public key of the user should be extracted from his DSC token beforehand. Please refer to the manual **Getting Your System ready for IREPS application** for the procedure to extract public key from DSC token.

The department admin has to digitally sign the data being submitted (as shown in step 4 above) to complete the user creation process. If user creation is successful, a message to this effect is displayed on the home page.

The email ID of the user will be his User Name, and the password will be sent to the user at this email ID immediately after the user account is created.

6.4. Update Department Details

This functionality is meant to update the address and contact details of the unit, and the Tender Calling Authority in whose name tenders are being called by the unit.

- ✚ The Tender Calling Authority entered here will be shown as default at the time of creation of each individual post in the unit, which can be edited. While publishing a tender the Tender Calling Authority will be selected from the Post details and not the Department details.

Update Department Details

(Fields Marked * are mandatory)

Account Name :	IREPS-TESTING	Unit Name :	EPS HQ-ENGG
Address Line 1*:	<input type="text" value="ITPI"/>	Address Line 2:	<input type="text" value="NEW DELHI"/>
Country:	<input type="text" value="India"/>	State:	<input type="text" value="Delhi"/>
City*:	<input type="text" value="NEW DELHI"/>	Pin/Zip Code*:	<input type="text" value="110002"/>
Phone Number1*:	<input type="text" value="01123370703"/>	Phone Number2:	<input type="text"/>
Cell Number:	<input type="text"/>	Fax:	<input type="text"/>
Tender Calling Authority*:	<input type="text" value="GM/EPS, IREPS"/>		

Please fill up all the details in the form and click on the Save button to save the details.

6.5. Upload Encryption Certificate

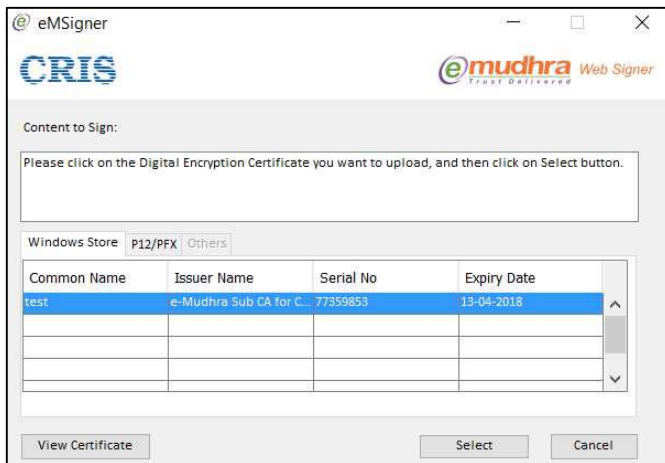
This utility is meant for attaching the public key of the Digital Encryption Certificate of the unit with the profile of the unit. Thereafter this public key automatically gets attached with each tender issued by the unit.

- ✚ Only one Digital Encryption Certificate should be procured by a department, as only one DEC can be uploaded and attached with the profile of the department at a time.

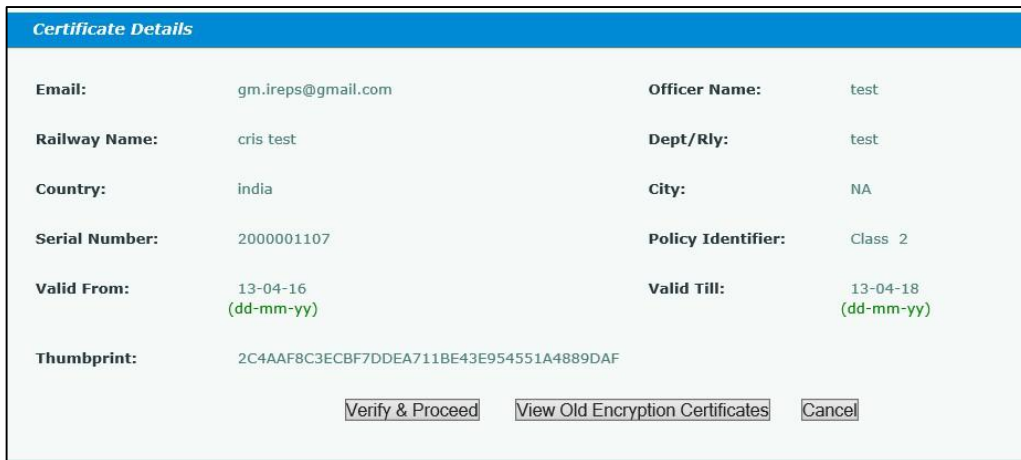
Clicking on the Upload Encryption Certificate link will open the following interface:



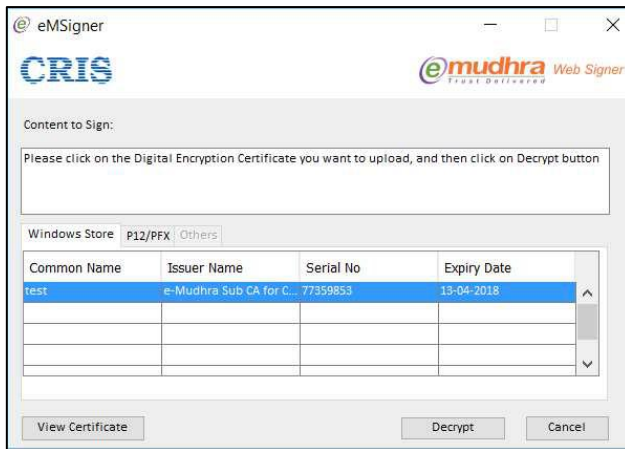
Please insert the DEC of your unit in USB drive of your computer, and then click on Proceed button to open signer window as shown below:



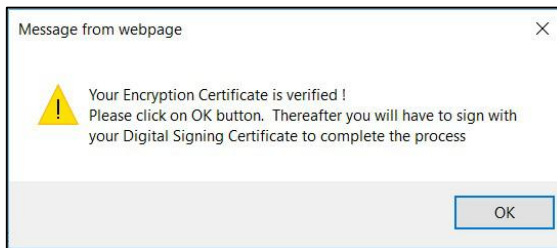
Click on your DEC to highlight the same and then click on Select button. This will bring up the pop message to display the details of selected DEC.



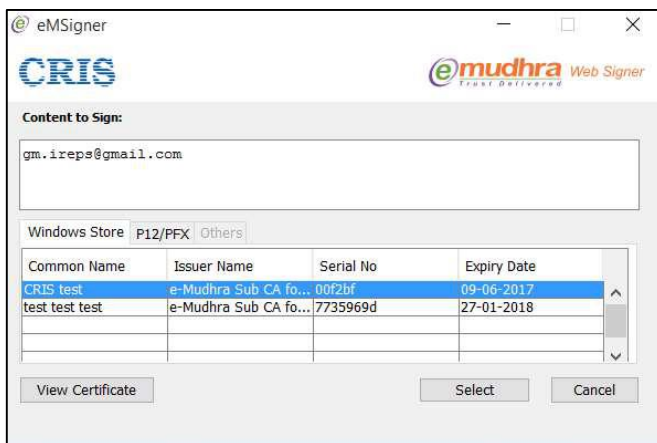
Verify the contents shown on the screen and click on Verify & Proceed button. This will once again bring up the signer window as shown below:



Click on the same DEC selected earlier, and then click on Decrypt button. If there is any issue with the working of the encryption certificate, or if two different DEC's are chosen during the uploading process 'Decryption Failed' message will be displayed. Otherwise the following message is displayed.



Clicking on the OK button will bring up the signer window again.



Choose your Digital Signing Certificate, and then click on Select button to complete the process of uploading of DEC. A message is displayed on the screen to indicate successful uploading of Digital Encryption Certificate.

6.6. Link Finance Department

Every IREPS department is required to have an associate finance department linked with it for processes like tender opening etc. This is done through the Link Financial Department interface.

- ✚ The finance department of an administrative or functional unit (Divisions, Workshops, Zonal HQs, and Workshops etc.) has to be registered in IREPS module by submission of Department Creation Form to CRIS in the same manner in which it is done by all other departments, before any other department of the unit can complete the process of linking of finance department.

Clicking on the Link Finance Department hyperlink opens the following interface.

Please select the Zone, Unit Type, and Admin Unit to which the Finance department, which you intend to link as associate finance belongs. Based on these inputs the relevant finance department can be selected from the drop down list of the field 'Finance department to link.

Link Finance Department

Zone * Unit Type*

Admin Unit * Finance Department to Link *

Zone	Admin Unit	Finance Department	Status
Show/Hide Inactive Linked Finance Departments			

Please choose the suitable values from the dropdown lists in the **Zone**, **Unit Type** and **Admin Unit** fields, and then choose select the appropriate finance department from the dropdown list in the **Finance Department to Link** field as shown below:

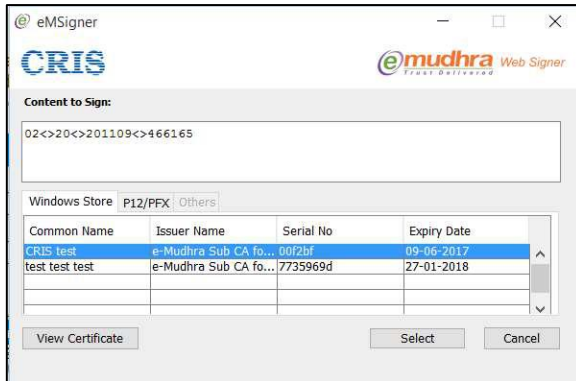
Link Finance Department

Zone * Unit Type*

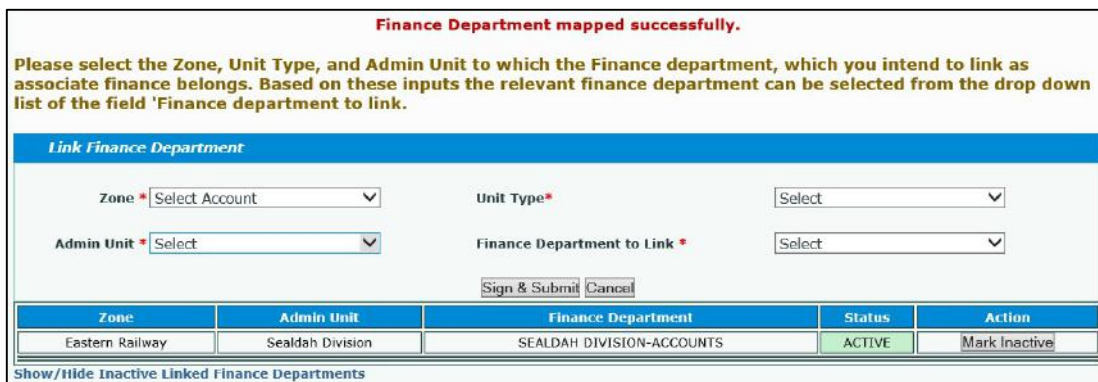
Admin Unit * Finance Department to Link *

Zone	Admin Unit	Finance Department	Status
Show/Hide Inactive Linked Finance Departments			

After selecting the appropriate finance department, please click on the Sign & Submit button. This will bring up the signer window as shown below:



Select your DSC by clicking on the same and then click on Select button. This will complete the linking process and a message to this effect is displayed as shown below. The linked finance department is also shown in the lower pane of the window.



For units which have more than one associate finance department for the purpose of tender opening (for e.g. some construction field units), the application provides for linking of up to two finance departments. A linked finance department can be un-linked by clicking on the Mark Inactive button in the Action column in the Link Finance Department interface.

6.7. Tender Opening Schedule

This link is available in the left navigation block, and is meant for nominating officials for opening of tenders.

The detailed procedure for nomination of officials for the purpose of tender opening is described in **User Manual for Standard Railway User** which can be accessed through the **Learning Center** link on the Home page.

6.8. Upload/ View Documents

This link is available in the left navigation block in the Documents section, and is meant for uploading documents in the Document Master, which can then be inserted into the tender documents.

The detailed procedure for uploading/ viewing the documents is described in **User Manual for Standard Railway User** which can be accessed through the **Learning Center** link on the Home page.

6.9. Other Admin Functions

There are some other functions that can be performed by either the department admin himself, or he can delegate these functions to other standard users by assigning these functions to their posts. These functions are listed below:

Link Name	Location of Link	Purpose
Item Directories	Left Navigation Block - Quick Links section	Management of SOR & NS Item Directories
Condition Master	- do -	Management of Condition Master

The detailed procedure for the above functionalities is described in **User Manual for Standard Railway User** which can be accessed through the **Learning Center** link on the Home page.

7. Miscellaneous

7.1. Reset Password using Digital Signing Certificate (DSC)

Users can reset their password (especially lost/ forgotten password) through the links available on the login page as shown below:

Login

Authenticate Yourself

User Name

Password

Login **Home**

Note : User Name and Password are Case Sensitive
For security reason we have logged your system IP.

Change your Password and Signing Certificate

- **Click Here To Reset Password Using DSC**
- Click Here To Change your Signing Certificate

Register

- Click Here To Register As New Contractor

Clicking on the **Click Here to Reset Password Using DSC** brings up the following page.

Change Password

(Fields Marked * are mandatory)

Enter Your Email Id* :

Submit **Reset** **Cancel**

On entering his E-Mail ID (user name), and clicking on Submit button the user is presented with the Change Login Password Page. At this point of time the DSC of the user should have been inserted in USB drive of the computer.

Change Login Password

(Fields Marked * are mandatory)

Password Policy

- User Password should be minimum of 6 characters and maximum of 12 characters.
- Password will get expired in 60 days.
- The new password has to be different from the present one.
- The password cannot be the same as userId and should not contain User-Id.
- Password must contain atleast one special character and one numeric character.

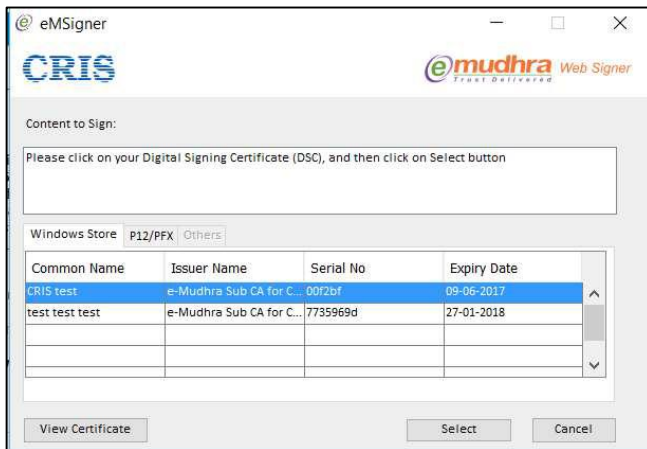
Enter New Password * :

Password Strength: Too Short

Re Enter New Password * :

Sign & Submit **Reset**

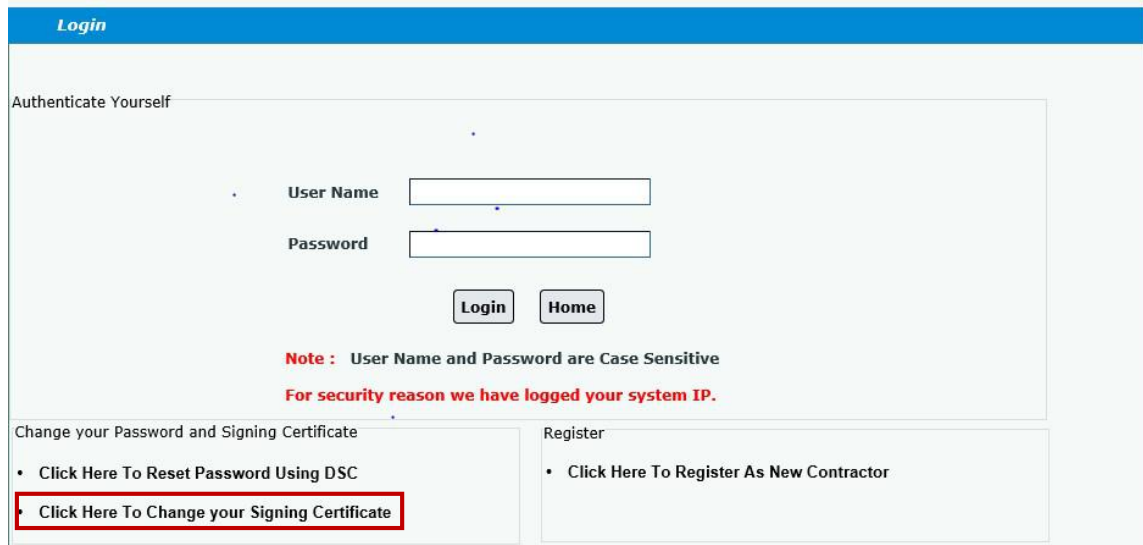
The user is required to Enter/ Re-Enter the new password and click on Sign & Submit button. This opens the web signer applet as shown below:



The user has to select his DSC from the list and click on the Select button. If prompted to do so, the user is required to enter his DSC token password. This resets the user password. The user can login into the application using his username (Email ID) and the new password.

7.2. Change Digital Signing Certificate

Digital Signing Certificates have limited validity. Users may be therefore required to change their DSC. This can be done through the link available on the login page as shown below:



The screenshot shows the 'Login' page with a blue header. Below the header is a section titled 'Authenticate Yourself' containing input fields for 'User Name' and 'Password', and 'Login' and 'Home' buttons. A note states: 'Note : User Name and Password are Case Sensitive' and 'For security reason we have logged your system IP.'. Below this are two columns of links. The left column is titled 'Change your Password and Signing Certificate' and contains two links: 'Click Here To Reset Password Using DSC' and 'Click Here To Change your Signing Certificate' (highlighted with a red border). The right column is titled 'Register' and contains one link: 'Click Here To Register As New Contractor'.

Clicking on the **Click Here to Change your Signing Certificate** brings up Change Digital Signing Certificate page as shown below:

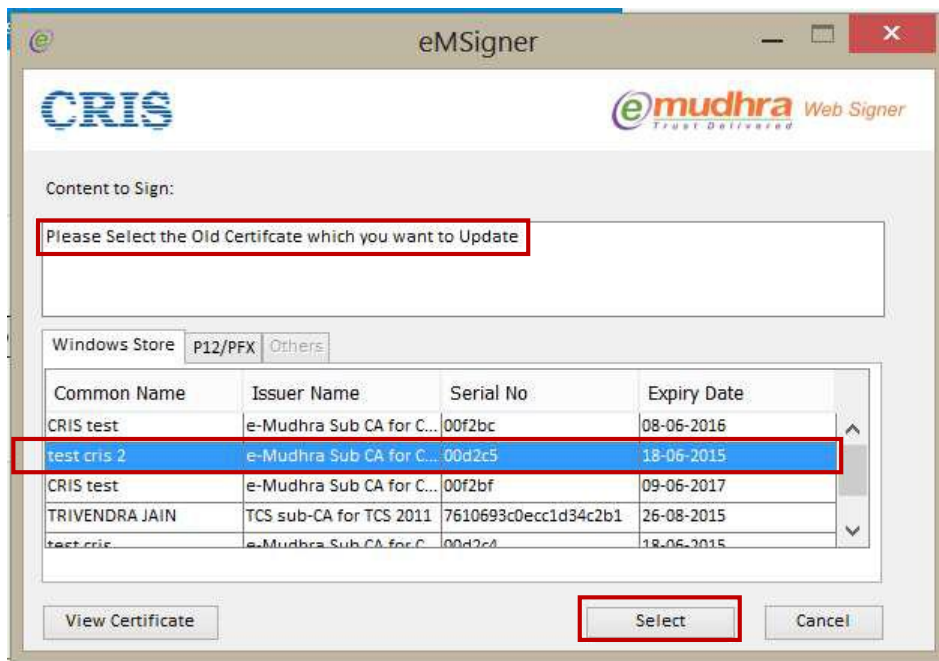


The screenshot shows the 'Change Digital Signing Certificate' page with a blue header. Below the header is a section titled 'Change Digital Signing Certificate' containing input fields for 'User Name' and 'Password', and 'Submit' and 'Home' buttons. A note states: 'Note : User Name and Password are Case Sensitive' and 'For security reason we have logged your system IP.'.

The user is required to enter his User Name and Password on this page and click on **Submit** button. This opens a new page as shown below.

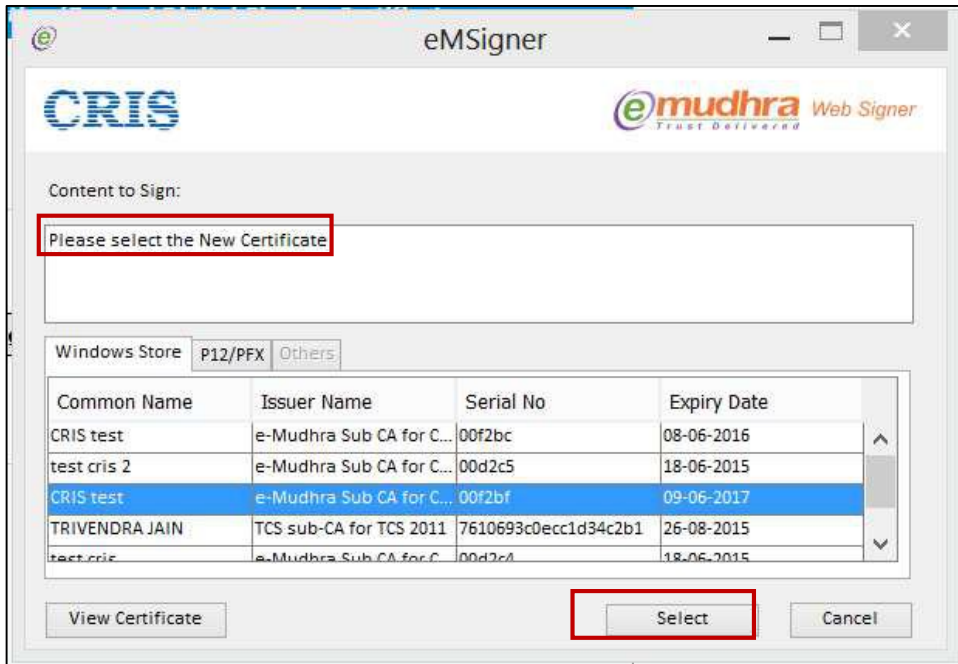


Hitting on the **Click here to Update your Digital Signature Certificate** opens the web signer applet as shown below:

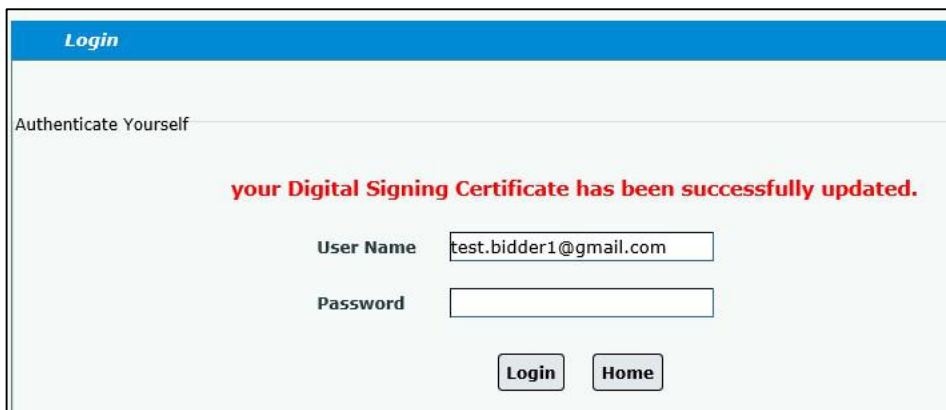


Please select the **Old Certificate** which the user wants to replace from the list of certificates (this will show up only if the DSC token is already inserted into USB drive of the computer), and click on **Select** button.

This opens another signer window on which you are now required to select your new certificate (which appears in the list if the DSC token is already inserted in USB drive of the computer), and click on the Select button as shown below



This changes the certificate and you will get a message to this effect as shown below:



This completes the process of changing DSC.

8. Disclaimer

- 8.1.** IREPS software is continuously being upgraded and the Pages/ Forms shown or referred to in this manual may be subject to changes. Please keep themselves updated with the latest changes, by referring to the latest versions of user manuals available on the website, and by taking note of the messages sent by the IREPS administrator from time to time.

Though every care has been taken to describe the features/ process of the application accurately, some errors may have crept in inadvertently. In case of any doubt/ discrepancy please contact helpdesk immediately.

--- End of Document ---

Online Security Tips for IREPS Users

1. Avoid using public or shared or a virus infected computers.
2. **DO NOT SHARE your Bank Details like LOGIN ID, PASSWORDS to ANY ONE neither on Phone nor on E-Mail.**
3. **DO NOT SHARE ON ANY E-MAIL LINK to access IREPS OR BANK WEBSITE, go to address bar of browser and type IREPS URL LINK to start your work.**
4. Look for the Padlock symbol either in the address bar or the status bar (mostly in the address bar) but not within the web page display area. verify the security certificate by clicking on the padlock.
5. Before access to IREPS, Close other sites. This ensures that your personal information is not accessed by other websites which could be running some Malware.
6. Always log out your session, don't close your browser directly.
7. Beware about Personal Details:
 - i. Always save your DSC in cryptographic USB Token and don't share your login password and token password with any one.
 - ii. Always check the last log-in date and time in the post login page.
 - iii. Do not enter login or other sensitive information in any pop up window.
8. Beware of phishing attacks:
 - i. Phishing is a fraudulent attempt, usually made through email, phone calls, SMS etc seeking your personal and confidential information.
 - ii. Don't click on link in an e-mail received from anonymous users/mail ID to use IREPS.
 - iii. As a policy IREPS don't ask user ID, password and DSC on email.
9. Secure Your computer:
 - i. Latest Security patches of OS are installed
 - ii. Make sure OS default Firewall is enabled or Install Personal Firewall.
 - iii. Latest Anti virus Signatures Applied with Anti- spy ware installed to protect your PC from Internet Attacks.
 - iv. Scan your computer regularly with Anti virus to ensure that the system is virus/Trojan free.
 - v. Remote Desktop functionality should not be enabled on your computer.

- 10.** Report any unusual activity to EPS Help desk either through call or through E-mail.
- 11.** Always read updated online security tips published on IREPS from time to time.

FREQUENTLY ASKED QUESTIONS (FAQ)

1. WHAT IS THE PRE-REQUISITE FOR REGISTERING WITH IREPS APPLICATION?

Vendors need to have valid Class III Digital Signature Certificate with Firm's Name issued by licensed Certifying Authorities for registration with IREPS. They also need to have a computer with Internet browser (IE 6 to IE 9) and Internet connectivity. Without valid Digital Signature Certificate, User ID and Password, vendor cannot participate in E-tenders.

2. HOW TO REGISTER WITH IREPS APPLICATION?

Vendor must open "[New Vendors](#)" link from Home page and fill login registration form to obtain User ID and password for future use and direct participation in E-tenders. NREPS Vendor Users can directly click on "NREPS Users Click Here" link after clicking on "New Vendors" link so as to register themselves with IREPS as well. Before proceeding for registration, please check browser settings of your Computer System [as available on Home page] and import the public key of your Digital Signature Certificate to „Other People“ of Internet browser after exporting it. In their own interest, vendors are advised to furnish correct, valid and currently in use e-mail address to receive password and other important communication through e-mail

3. HOW LONG WILL IT TAKE TO GET USER-ID AND PASSWORD AFTER SUBMISSION OF REGISTRATION REQUEST WITH IREPS?

Generally it takes three clear working days to respond to vendor's online registration request. Vendors are requested to submit correct information such as Name of the firm, User's name etc. as mentioned in Digital Signature Certificate (with adequate Validity and Class III) in order to get prompt response. They are also advised to check that they are not already registered with IREPS. System generated password (which is mandatory to be changed after first login) is sent to the e-mail address provided at the time of filling the registration request, this e-mail ID will also serve as User ID. In case, registration request is rejected an e-mail is sent to the user duly assigning the reasons for rejection.

4. WHAT TO DO NEXT AFTER RECEIVING PASSWORD?

Connect to <https://ireps.gov.in>, click „Login“, enter your registered email ID as user ID and enter the password received in your email. System will prompt to change the password immediately. Change the password of your choice as per „Password Policy“ displayed on the same page. Then system will prompt to fill Statutory and Bank details of your firm. But the system will prompt it again, when you Login. This information is necessary in your own interest which can be viewed / edited from the right navigation links.

5. WHAT TO DO WHEN PASSWORD IS NOT RECEIVED AFTER NEW REGISTRATION?

If no e-mail containing system generated password or reasons of rejection is found in „Inbox“ of your email, then check the same in „Spam, Junk etc.“. If it is not found anywhere, then open the login Page <https://www.ireps.gov.in/cgi-bin/ireps/ireps/admin/changePasswordBeforeLoginForm.do?language=en> and click either „Click Here to get Password using Digital Signature“ or „Click Here to get Password through e-mail“. If system accepts the user ID (e-mail ID), then attach Digital Signature Certificate and re-set the password or obtain the same over email. In case system throws the message „**Error Code: ADM.008 Message: User Name is not registered with us.**“, please contact helpdesk over phone or through email quoting your request ID.

6. HOW TO OBTAIN DIGITAL SIGNATURE CERTIFICATE FROM CERTIFYING AUTHORITY (CA)?

There is a hyperlink on IREPS home page, clicking on which opens the [Controller of Certifying Authority](http://www.cca.gov.in) (www.cca.gov.in) website and from there one can access Certifying Authority sites using links provided. Some of the Certifying Authorities are TCS, (n)CodeSolutions, Safescrypt, E Mudra etc. Digital Signature Certificates are issued with a validity of one / two years. The same Digital Signature Certificate can be used by a subscriber any number of times for authentication and signing e-bids, documents etc. against tenders issued by Railways during its validity period.

7. WHAT IS THE SIGNIFICANCE OF DIGITAL SIGNATURE CERTIFICATE?

Digital Signature Certificate helps in establishing integrity of document/ information, authentication and non-repudiation of the person submitting any document/ information on the web site. Electronic document/ information digitally signed using Digital Signature Certificate, provided by CA licensed by CCA of India, are only recognized as legally valid document/ information as per I.T. Act 2000 and such

document/ information can be verified by the receiver. After a vendor has obtained a digital signature certificate issued by CA in the name of authorized person, who is authorized for submitting on-line offers, the vendor can participate in E-tenders on IREPS application.

8. HOW TO VIEW DIGITAL SIGNATURE CERTIFICATE?

Please install the driver for Crypto Token from the Compact Disk (CD), supplied along with the Crypto Token, as per procedure prescribed by supplier of the Digital Signature Certificate in the Manual. Insert your USB Crypto Token in the in the USB port of the computer. If the driver for Crypto Token is properly installed, you can see the Digital Signature Certificate in personal folder in the Internet Explorer. To view the Personal Folder, Please open Internet Explorer, Click on Tools → Internet Options → Content → Certificates, by default personal folder is visible. Select your certificate and view it. In case the certificate is not appearing, please contact the supplier of Digital Signature Certificate.

9. HOW TO CONFIRM WHETHER DIGITAL SIGNATURE CERTIFICATE HAS BEEN CORRECTLY INSTALLED?

After inserting the USB Crypto Token containing your Digital Signature Certificate in the system, view your Digital Signature Certificate in Internet Explorer by going to Tools → Internet Options → Content → Certificates → Personal. Please select your Digital Signature Certificate → View → Certification Path, a chain of the hierarchy of certificates starting from CCA to the user (CCA India → Certifying Authority → User name) will be displayed. If it is not showing, then import the CCA India Root certificate in the Trusted Root Certification Authorities Tab and CA (Certifying Authority) Certificate in the Intermediate Certification Authorities Tab. If you do not have CCA India and CA (Certifying Authority) certificate, the same can be downloaded from Certifying Authority's website.

10. HOW TO EXPORT PUBLIC KEY OF THE DIGITAL SIGNATURE CERTIFICATE FROM THE CRYPTO TOKEN?

Insert your Crypto Token into USB Port and open your Internet Browser and go to Tools → Internet Option → Content → Certificates. Select your certificate and click on „Export“. A certificate export wizard window opens, then click on next and then assign a location and a filename in your computer to

store the certificate. *[Note: By exporting the certificate only public key of the certificate is getting stored in a file.]* An alert message like “The export was successful” is displayed.

11. HOW TO IMPORT PUBLIC KEY OF THE DIGITAL SIGNATURE CERTIFICATE INTO WEB BROWSER?

Open your Internet Browser and go to Internet Option → Content Tab → Certificates → Other People and click on „Import“. A certificate Import wizard window opens, then click on next and then select the file containing the public key (created during the export process) and click next and after this select the „Other People“ location to install your certificate [by default **Other** people is pre-selected] and then click next and after then click finish. An alert message like “The import was successful” is displayed.

12. WHAT TO DO WHEN POP-UP WINDOW DOES NOT APPEAR FOR SELECTING THE DIGITAL SIGNATURE AT THE TIME OF “SIGN AND SUBMIT”?

Check your „Browser Settings“ according to Operating System on your computer as advised under the link „System Settings“ on the Home Page. Please ensure to turn off the pop-up blocker. To turn-off pop-up blocker, go to Internet option, select the „Privacy“ tab and uncheck the pop-up blocker checkbox.

13. WHAT TO DO WHEN “RUN TIME ERROR” OCCURS?

Generally run Time Error occurs when Crypto Token driver is not installed properly or Crypto Token has been corrupted. In this case, please re-install the Crypto Token driver after uninstalling it.

14. GETTING PROBLEM IN DLL REGISTRATION?

If you are facing problem in DLL Registration and message “DLL Registration Failed” appears then make sure that you have administrator’s rights on your Computer System.

15. WHAT TO DO WHEN IREPS SITE IS NOT OPENING OR IS OPENING SLOWLY?

(A) For vendor user or Railway user accessing IREPS from Internet outside Railway Offices.

(i) IREPS is not Opening from Internet

Check your Internet connection to ensure it is working fine. To do this try to open some other website.

- If other sites are not opening:-Then check the network connection for Internet and contact to your Internet Service Provider (ISP). Simultaneously contact to IREPS Helpdesk.

(ii) IREPS is opening slowly from Internet

- If you are accessing **IREPS site first time and after clicking on login page** it is opening **very slowly then don't worry**, it is **because of downloading of Active X component on your system (which is a onetime process)**. In future, it will not take that much time.
- Make sure that no heavy downloading is going on your PC and multiple Internet Applications are not opened through Internet Browsers.
- If you have used IREPS site earlier and site is opening slow. Then check your Internet connection speed. You can check your Internet speed from tools provided by ISP or any third party tools such as (<http://www.tplbox.com/speed/index.php>), your Internet speed should be minimum **256 Kbps** or more for smooth and fast working with IREPS site. If you are getting speed in this range and still not able to open the site, you take a screen shot of this page and mail it to helpdesk.

(C) IREPS is not opening/opening slowly on Railnet /Broadband from Railway Offices.

■ If you are accessing IREPS site through Railnet or Broadband and are able to access other sites but unable to access IREPS site then contact to concerned person who are managing proxy server and firewall for local LAN in your Railway Office. On proxy server and firewall there could be some policy restrictions that can restrict the access to IREPS application. e.g.: port number 80 and 443 should be enabled on proxy server and firewall for accessing IREPS site.

■ Adequate bandwidth should be available for IREPS site through proxy server.

(C) IREPS is not opening/opening slowly in FOIS WAN

If **Railway** user is facing problem related to non opening of IREPS site or slowness issue over **FOIS** network, then they can report the matter to **NETWORK HELPDESK by Email/Phone Call on phone no.** 01124102386 or Email-- nmsp1@cris.org.in OR contact IREPS HELPDESK.

16. WHAT TO DO WHEN FORGOT PASSWORD?

In case of Forgot password there are two ways to get new password:

<https://www.ireps.gov.in/cgi-bin/ireps/ireps/admin/forgotPasswordForm.do?language=en> „[Click Here to get Password through e-mail](#)“ user has to submit his email id which was provided at the time of initial registration with the website, click on Submit button and attach his valid Digital Signature Certificate. His/Her new password will be sent to the registered e-mail ID.

<https://www.ireps.gov.in/cgi-bin/ireps/ireps/admin/changePasswordBeforeLoginForm.do?language=en> „[Click Here to get Password using digital Signature](#)“ user has to submit his email id which was provided at the time of initial registration with the website, click on Submit button and attach his valid Digital Signature Certificate. System will permit the user to assign new password directly.

17. HOW TO SEARCH AND VIEW E-TENDER FROM IREPS APPLICATION?

Tenders addressed to a vendor are placed in „My tenders (not yet closed)“ folder on the Home Page of logged in Vendor users. In case you are interested in some other tenders, search the same either through "Quick Search" or "Advanced Search" by entering relevant parameters. Complete tender Documents for open tenders can be viewed/ downloaded after submission of payment details for Tender Document Cost. Anonymous users are also allowed to view NIT for all Open, Bulletin or other published tenders. Logged in Railway users can view all tenders (irrespective of Railway/department, tender type) and also draft tenders pertaining to sections assigned to them.

18. HOW SHALL I SUBMIT THE COST OF TENDER DOCUMENT COST AND EARNEST MONEY?

After login, find the desired tender, click \$ action icon to open Payment Detail submission page.

In case you are exempted from submission of Tender Document Cost or EMD, please select „Exempted“ Radio Button to display various grounds for exemption. Please select the appropriate

Radio Button describing the ground for such exemption and click „Sign and Submit“. Please ensure to upload the scanned copy of requisite documentary evidence in support of your claim under “Attach documents” Tab in the Bid process.

In case you are not exempted from submission of Tender Document Cost or EMD, please submit details of payment instrument (Demand Draft etc.) in appropriate fields of the form and click „Sign and submit“. Please ensure to get the Payment instrument delivered to the tender inviting authority.

You can also view the payment details on your Home Page under the folder „**Payment(TDC/EMD/SD etc.)**“.

19. HOW TO SUBMIT FINANCIAL AND TECHNO-COMMERCIAL OFFERS ON-LINE?

After finding the desired tender, click „Bid Process“ action icon (available against all open tender and tenders addressed to the vendor). Please click „Enter to Bid“ to open the form for entering compliance against eligibility criteria specified by the tender inviting authority. Thereafter, click Other Tabs in sequence and enter relevant information. Information asked under the Tabs marked (*) are mandatory.

After successful submission of „Financial Bid“, a HTML receipt indicating bid ID, Date and Time of submission etc. is generated. The same should be stored/ printed for future reference, if any.

20. HOW TO KNOW WHETHER MY BID IS SUCCESSFULLY SUBMITTED ON THE WEBSITE?

On completion of the Bidding process (after signing the Financial Rate Page) using your Digital Signature Certificate, the system will generate a unique Bid ID, which will be a reference to your bid. Vendors are advised to save this screen shot/take a print of HTML receipt indicating bid ID, Date and Time of submission etc. for future reference.

21. CAN I REVISE MY EARLIER BID?

Vendors are not permitted to edit / change their earlier bid once it is signed and submitted to the system using their Digital Signature Certificate, as the Financial Bid details are stored in Encrypted form and can not be decrypted before closing date / time. However vendors can submit another Bid by using the option of “Revise offer” thereby superseding their earlier Bid. The latest revised bid will only be considered as valid bid and will be used for ranking and other purposes.

22. CAN I SUBMIT MULTIPLE OFFERS FOR THE SAME TENDER/ ITEM?

Yes, vendors can submit multiple offers by clicking „Alternate Bid“ for the same item against a tender. This link can also be used for submitting different offers for different Brands of the products or different Quantity etc. There is no restriction for the number of alternate offers being submitted by vendors. All such alternate bids along with original bid will be considered valid bid and will be used for ranking purpose.

23. WHICH TYPE OF DOCUMENTS CAN BE UPLOADED/ ATTACHED IN IREPS?

Only PDF (Portable Document Format) documents of size up to 1 MB can be uploaded/attached in IREPS. If you want to upload any other files, it has to be first converted into PDF file. Different tools are available on Internet to convert files of different formats to PDF files. Every time a file is uploaded, system prompts for Digital Signature Certificate for signing the file. The file stored on your client machine is first signed before uploading and hence only unsigned files should be picked up for upload, to avoid multiple signature on the same file. You may also keep a back up copy of unsigned file on your machine at a separate location (folder) to avoid multiple signatures on the uploaded document. System provides message if the file being uploaded is already signed. Please ensure to use your own Digital Signature Certificate.

24. HOW TO UPLOAD DOCUMENTS IN VENDORS'S REPOSITORY AND WITH TECHNO-COMMERCIAL BID?

For uploading PDF files, „Adobe Acrobat Reader“ (version 6.0 or above) and JRE 1.6 (which can be downloaded from website <http://www.oracle.com/technetwork/java/javase/downloads/jre-6u32-downloads-1594646.html>) must be installed on your system. Vendors have been provided a facility to maintain an on-line repository of their documents like RDSO/NSIC/CLW/DLW approval certificates or any other documents, required frequently to be submitted along with their techno-commercial bids for supporting their credentials etc. After login, vendor must click on the link “View/Upload Documents” in left navigation under “Quick Links” section. Then browse the file to upload, add description and click on the “Upload File”. The upload process will be same as described against Q- 22 above. These uploaded documents can be used as attachment to their Techno-Commercial Bids by clicking on the link “Attach Existing Documents” under the Tab „Docs“. This facility will avoid repeated uploading of the same document with each and every tender, resulting in saving of time and resources at time of bidding.

25. I AM NOT ABLE TO UPLOAD DOCUMENT?

Please check:

- Your system is free from Virus and worms.
- „Adobe Acrobat Reader“ (version 6.0 or above) is correctly installed on your system.

- JRE 1.6 (which can be downloaded from website <http://www.oracle.com/technetwork/java/javase/downloads/jre-6u32-downloads-1594646.html>) is installed on your system. Please select appropriate Offline version according to Operating System of your computer on the above Page and install the same and re-start the system. You must have administrative privileges on your System to install this component.
- That you are using the same Digital Signature Certificate which is attached to your profile and driver for e-token is correctly installed.
- That „Downloaded Active-x Controls“ are enabled by opening Internet explorer and selecting the same from the dropdown under Tools →Manage Add-ons→Enable or Disable Add-ons. If not, enable the same and re-start the system.

26. HOW TO USE DOCUMENTS SECTION IN LEFT NAVIGATION?

Vendor can view and read the documents, uploaded by IREPS using the link “IREPS Documents”; uploaded by Railway Board using the link “Railway Board Documents” and its own documents using the link “My Documents”. Different Railway's documents can be viewed by clicking on these Railways“s Tab available on the menu-bar of the IREPS home page before login and then clicking on the relevant link.

27. HOW IS MY BID SECURED IN THE SYSTEM?

All the ELECTRONIC BIDS shall have to be Digitally signed and will get auto encrypted on your client machine using highest level of digital security before such offers are received in the time locked electronic tender box. All such bids travel over 128 bit SSL to ensure confidentiality of data. Electronic bids once digitally signed and submitted for one or all the item/items cannot be accessed or edited later and shall remain fully secured, confidential and time locked in encrypted form till the due date and time of opening and decryption, which shall only be opened by two pre-authorized Railway officials with their secured digital authentication and password after applying the Private key of the Encryption Certificate.

28. HOW CAN THE IDENTITY OF THE BIDDER AND INTEGRITY OF BID BE VERIFIED?

Identity of bidder is established through two factor authentication – their password and Digital Signature Certificate. Integrity of bid data and identity of bid signing official can be verified by clicking „Verify“ link which is available under the “View Bids” link against the tender.

29. HOW CAN THE IDENTITY OF BUYER AND INTEGRITY OF TENDER DOCUMENT BE VERIFIED?

Identity of Tender signing official is established through two factor authentication – their password and Digital Signature Certificate. Integrity of NIT/ Tender Data and identity of Tender signing official can be verified through NIT/Tender Document verification process, link for which is available at the bottom of NIT.

30. WHAT TO DO WHEN “IM Communication Error 200” OCCURS.

Close all Internet Browser and try again.

31. HOW TO VIEW FINANCIAL OR TECHNO-COMMERCIAL TABULATION (FOR VENDORS)?

Tabulations (for Open Tenders and Special Limited Tenders) can be viewed only after the tenders have been opened by authorized Railway officials. After login, vendors can find the tenders on their Home Page under the Tab „My Bids for Tenders closed“ where action icons to view Financial Bid, Techno-commercial Bid, Financial Tabulation and Techno-commercial tabulation are available. These options can also be found after searching the (participated) tenders through “Quick Search” or “Advance Search”. However, tabulation statements are not shown against Limited Tenders and Bulletin Tenders.

32. WHAT ARE THE SETTINGS TO VIEW FINANCIAL OR COMPARATIVE STATEMENT?

„Adobe Acrobat Reader“ (version 6.0 or above) must be installed in your system and pop-up blocker must be turned off. To turn-off pop-up blocker, go to Internet option, select the „Privacy“ tab and uncheck the pop-up blocker checkbox. Sometimes Toolbars like „Yahoo, Google“ etc. are also required to be removed from the internet browser.

33. HOW CAN VENDORS CHANGE THEIR EXPIRED DIGITAL SIGNATURE CERTIFICATE?

Vendors are advised to change their digital signature certificates well in advance of expiry. Facility for changing the certificate has been given to primary user of vendor account through ‘Edit Profile’ and ‘Add/Remove Members’ link available on his homepage. In case validity of his Digital Signature Certificate has already expired and the vendor user tries to login using his user id /

password and, the system will lead him to an interface for changing his Digital Signature Certificate. For this, vendors have to export / import the public key of their new Digital Signature Certificate as per the procedure described above.

34. WHOM TO APPROACH IN CASE OF ANY PROBLEMS REGARDING IREPS APPLICATION?

Any user can approach the IREPS Help Desk in case of any problem. Users can submit their queries directly to Help Desk through “Raise a Query” link provided on Help Desk page under the “Help Desk” link in the left navigation on the home page of the IREPS application. Users can also send their queries through e-mail. In case problem raised through query / email is not resolved or in case of urgency, contact Help Desk Officials telephonically. E-mail address and telephone number of Help Desk is given below. IREPS Help Desk Officials are available from Monday to Saturday, 8:00 a.m. to 8:00 p.m. except gazetted holidays observed by CRIS (list available on helpdesk page).

Email: helpdesk.eps@cris.org.in

Phone: P&T 011-24105180 (Four lines; 24102855, 24100746 and 24671469), Railway 030-54835.

Last updated: 13 August 2012



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2017/CE-I/CT/8/GCC/Committee

New Delhi, dated 05.11.2018

As per list attached

Sub: Indian Railways Standard General Conditions of Contract, November 2018

1. A committee of Executive Directors was constituted by Railway Board to examine and review the existing Indian Railways Standard General Conditions of Contract, July 2014. Based on the recommendations of the Committee, Board (ME, FC) has approved new Indian Railways Standard General Conditions of Contract, November 2018 (GCC, Nov 2018).
2. The GCC, Nov 2018 has been uploaded on Railway Board's website. It may be accessed through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Policy Matters" >> IR General Conditions of Contract, Nov 2018".
3. The GCC, Nov 2018 shall be applicable to works contracts on Indian Railways with prospective effect.
4. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
05.11.18
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Phone: 030-44803(Rly): 011-23383379(MTNL)]

No. 2017/CE-I/CT/8/GCC/Committee

New Delhi, dated 05.11.2018

Copy forwarded for information to:

1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.
2. The PFAs, All Indian Railways

P. Singh

For Financial Commissioner/Railways

LIST FOR DISTRIBUTION (Letter No. 2017/CE-I/CT/8/GCC/Committee, dated 05.11.2018)

1. General Managers, All Indian Railways & Production Units.
- 1a. General Manager (Con), N.F. Railway, Guwahati.
- 1b. General Manager /CORE, Allahabad.
2. Principal Chief Engineers, All Indian Railways.
3. Chief Administrative Officers (Con), All Indian Railways.(Except N.F. Railway)
5. Chief Vigilance Officers, All Indian Railways.

(A)

1. CAO/CAO(R), COFMOW, Tilak Bridge, New Delhi.
2. CAO/CAO(R), Diesel Locomotive Works, Patiala(Punjab).
3. CAO, Rail Coach Factory/Rae Bareilly Project, Kishanganj, Delhi -110007.

(B)

1. Director General, RDSO, Manak Nagar, Lucknow.
2. Director General, Railway Staff College, Vadodara
3. Director, IRICEN, Rail Path, Pune – 411 001 (Maharashtra).
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017.
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow.

(C)

1. MD, DMRC, Metro Bhawan, 13, Fire Bridge Lane, Barakhamba Road, New Delhi- 110 001,
2. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
3. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
4. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
5. MD, RVNL, August Kranti Bhawan,Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
6. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
7. MD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
8. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
9. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi-110021
10. MD, CRIS, Chanakyapur, New Delhi.
11. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
12. RCF, Rae Bareilly, Kishan Ganj, Delhi-110007.
13. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
14. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar.

(D)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi

6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, , Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

Copy to:

CRB, ME, M(Tr.), M(RS), FC, MS, DG(S&T), DG(RS), DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED/SDE, PED(Bridges), PED(Vigilance), PED/Transformation, EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU), EDVE, ED(Safety), ED (Sig. Dev.), ED(Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., ED/MTP, JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.



Government of India
Ministry Of Railways
(Railway Board)

**Indian Railways
Standard
General Conditions of Contract**

November 2018

New Delhi

Engineering Department

Indian Railways
STANDARD GENERAL CONDITIONS OF CONTRACT
AUGUST 2018
I N D E X

PART - I
REGULATIONS FOR TENDERS AND CONTRACTS

Clause	Subject	Page
	Index	(i) to (iv)
1.	Meaning of Terms	1
	1.0 Applicability	1
	1.01 Order of Precedence of Document	1
	1.1 Interpretation	1
	1.2 Definition	1
	1.3 Singular And Plural	3
	Credentials Of Contractors	3
2.	Application for Registration	3
	Tenders for Works	4
3.	Tender Forms	4
4.	Omission and Discrepancies	4
5.	Earnest Money	4
6.	Care in Submission of Tenders	5
	Consideration Of Tenders	6
7.	Right of Railway to Deal with Tenders	6
7A.	Two Packets System of Tendering	6
	Contract Documents	6
8.	Execution of Contract Documents	6
9.	Form of Contract Documents	7
	Annexures :	
	Annexure-I Tender Form :	8
	First Sheet	8
	Second Sheet	10
	Third Sheet	23
	Annexure-II Agreement for Zone Contract	24
	Annexure-III Work Order Under Zone Contract	26
	Annexure-IV Form for Contract Agreement Of Works	28
	Annexure-V Format for Affidavit to be submitted / Uploaded by Tenderer alongwith the tender documents	29
	Annexure-VI Tenderer's Credentials (Bid Capacity)	31

PART - II
STANDARD GENERAL CONDITIONS OF CONTRACT

Para	Subject	Page
1.	Definitions And Interpretation	33
	(1) Definitions	33
	(2) Singular and Plural	34
	(3) Headings and Marginal Headings	34
	General Obligations	35
2.	Execution, Co-Relation and Intent of Contract Documents	35
3.	(1) Law Governing the Contract	35
	(2) Compliance to Regulations and Bye-Laws	35
4.	Communication to be in Writing	35
5.	Service of Notices on Contractors	36
6.	Occupation and Use of Land	36
7.	Assignment or Subletting of Contract	36
8.	Assistance by Railway for the Stores to be Obtained by the Contractor	36
9.	Railway Passes	36
10.	Carriage of Materials	37
11.	Use of Ballast Train	37
12.	Representation on Works	37
13.	Relics and Treasures	37
14.	Excavated Material	37
15.	Indemnity by Contractors	37
16.	(1) Security Deposit	38
	(2) Refund of Security Deposit	38
	(3) Interest on Amount	38
	(4) Performance Guarantee	39
17.	Force Majeure Clause	40
17-A.	Extension of Time in Contracts	41
	(i) Extension due to Modification	41
	(ii) Extension for Delay not due to Railway or Contractor	41
	(iii) Extension for Delay due to Railways	41
17-B.	Extension of Time for Delay due to Contractor	42
18.	(1) & (2) Illegal Gratification	42
	Execution Of Works	43
19.	(1) Contractor's Understanding	43
	(2) Commencement of Works	43
	(3) Accepted Programme of Works	43
	(4) Setting out of Works	43

20.	(1) Compliance to Engineer's Instructions	44
	(2) Alterations to be Authorised	44
	(3) Extra Works	44
	(4) Separate Contracts in Connection with Works	44
21.	Instructions of Engineer's Representative	44
22.	(1) Adherence to Specification and Drawings	45
	(2) Drawings and Specifications of the Works	45
	(3) Ownership of Drawings and Specifications	45
	(4) Compliance with Contractor's Request for Details	45
	(5) Meaning and Intent of Specifications and Drawings	45
23.	Working During Night	45
24.	Damage to Railway Property or Private Life and Property	45
25.	Sheds, Stores-Houses and Yards	46
26.	Provision of Efficient and Competent Staff at Work Sites by the Contractor	46
26A.	Deployment of Qualified Engineers at Work Sites by the Contractor	47
27.	(1) Workmanship and Testing	47
	(2) Removal of Improper Work and Materials	47
28.	Facilities for Inspection	47
29.	Examination of Works before Covering up	48
30.	Temporary Works	48
31.	(1) Contractor to Supply Water for Works	48
	(2) Water Supply from Railway System	48
	(3) Water Supply by Railway Transport	48
	(4) (A) Contractor to Arrange Supply of Electric Power for Works	49
	(B) Electric Supply from the Railway System	49
32.	Property in Materials and Plants	49
33.	(1) Tools, Plant and Materials Supplied by Railway	49
	(2) Hire of Railway's Plant	49
34.	(1) Precautions During Progress of Works	49
	(2) Roads and Water Courses	50
	(3) Provision of Access to Premises	50
	(4) Safety of Public	50
	(5) Display Board	50
35.	Use Of Explosives	50
36.	Suspension of Works	50
	Suspension Lasting More Than Three Months	51
37.	Rates for Items of Works	51
38.	Demurrage and Wharfage Dues	52
39.	Rates for Extra Items of Works	52
40.	(1) Handing over of Works	53

(2) Clearance of Site on Completion	53
Variations In Extent Of Contract	53
41. Modification to Contract to be in Writing	53
42. Power of Modifications to Contract	53
Valuation of Variations	55
43. Claims	55
(1) Monthly Statement of Claims	55
(2) Signing of 'No Claim Certificate'	55
Measurement, Certificates And Payments	55
44. Quantities in Schedule Annexed to Contract	55
45. Measurements of Works	55
46. (1) "On Account" Payments	57
(2) Rounding off Amounts	57
(3) "On Account" Payments not Prejudicial to Final Settlement	57
(4) Manner of Payment	58
46A. Price Variation Clause (PVC)	58
1. - Applicability	58
2. - Base Month	58
3. - Validity	58
Components & Percentages	58
Price Variation During Extended Period of Contract	62
47. Maintenance of Works	63
48. (1) Certificate of Completion of Works	63
(2) Contractor not Absolved by Completion Certificate	64
(3) Final Supplementary Agreement	64
49. Approval only by Maintenance Certificate	64
50. (1) Maintenance Certificate	64
(2) Cessation of Railway's Liability	65
(3) Unfulfilled Obligations	65
51. (1) Final Payment	65
(2) Post Payment Audit	65
51-A. Production of Vouchers etc. by the Contractor	65
52. Withholding and Lien in Respect of Sums Claimed	66
52-A. Lien in Respect of Claims in other Contracts	67
53. Signature on Receipts for Amounts	67
Labour	67
54. Wages to Labour	67
54-A. Apprentices Act	68
55. Provisions of Payments of Wages Act	68

55-A.	Provisions of Contract Labour (Regulation and Abolition) Act, 1970	69
55-B.	Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952	69
55-C.	Provisions of "The Building and Other Construction Workers (RECS) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996" :	70
56.	Reporting of Accidents	71
57.	Provision of Workmen's Compensation Act	71
57-A.	Provision of Mines Act	71
58.	Railway not to Provide Quarters for Contractors	71
59.	(1) Labour Camps	71
	(2) Compliance to Rules for Employment of Labour	71
	(3) Preservation of Peace	72
	(4) Sanitary Arrangements	72
	(5) Outbreak of Infectious Diseases	72
	(6) Treatment of Contractor's Staff in Railway Hospitals	72
	(7) Medical Facilities at Site	72
	(8) Use of intoxicants	73
	(9) Restriction on the Employment of Retired Engineers of Govt. Services within One Year of their Retirement	73
60.	(1) Non-Employment of Labourers below the age of 15 Years	73
	(2) Medical Certificate of Fitness for Labour	73
	(3) Period of Validity of Medical Fitness Certificate	73
	(4) Medical Re-Examination of Labourer	73
	Determination Of Contract	74
61.	(1) Right of Railway to Determine the Contract	74
	(2) Payment on Determination of Contract	74
	(3) No Claim on Compensation	74
62.	(1) Determination of Contract owing to Default of Contractor	74
	(2) Right of Railway after Rescission of Contract owing to Default of Contractor	76
	Settlement Of Disputes	78
63.	Reconciliation of disputes	78
	(1) Matters finally Determined by the Railway	78
64.	(1) Demand for Arbitration	78
	(2) Obligations During Pendency of Arbitration	80
	(3) Appointment of Arbitrator	80
	(4), (5), (6) & (7) - Arbitral Award & General	82-83

Annexures :

Annexure-VII	Proforma for Time Extension	84
Annexure-VIII	Certificate of Fitness	85
Annexure-IX	Proforma of 7 Days' Notice	86
Annexure-X	Proforma of 48 Hrs. Notice	87
Annexure-XI	Proforma of Termination Notice	88
Annexure-XII	Proforma of 48 Hrs. Notice (Part Termination)	89
Annexure-XIII	Proforma of termination Notice (Part Termination)	90
Annexure-XIV	Final Supplementary Agreement	91
Annexure-XV	Agreement towards Waiver Under Section 12(5) and Section 31(A)(5) of Arbitration and Conciliation (Amendment) Act	92
Annexure-XVI	Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract	93

PART I

REGULATIONS FOR TENDERS AND CONTRACTS

FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS

MEANING OF TERMS

1.0 Applicability: These Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.

1.01 Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award
- ii. Schedule of Items, Rates & Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract
- vii. Indian Railways Unified Standard Specifications (Works and Material) updated with correction slips issued up to date of opening of tender
- viii. IR Specifications/Guidelines
- ix. Relevant B.I.S. Codes

1.1 Interpretation: These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

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

(b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

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

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

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

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

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

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

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

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

(k) “Schedule of Rates of the Railway” shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.

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

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

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

CREDENTIALS OF CONTRACTORS

2. Application for Registration:

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

(a) his position as an independent Contractor specifying Engineering organization available with details of Partners / Staff / Engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants etc., required for the work maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

2.2 An applicant shall clearly state the categories of works and the Area/Zone/Division(s)/District(s) in which he desires registration in the list of approved Contractors.

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

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

TENDERS FOR WORKS

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

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

5. **Earnest Money:**

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

Value of the Work Earnest Money Deposit (EMD)

For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The earnest money shall be rounded to the nearest ₹100. This earnest money shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.

- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on

his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Earnest Money shall be deposited in cash through e-payment gateway or as mentioned in tender documents.

6. Care in Submission of Tenders:

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

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

CONSIDERATION OF TENDERS

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

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

CONTRACT DOCUMENTS

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. **The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.**

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

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

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

_____ RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of _____ 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". I/We offer to do the work for _____ Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

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

3. A sum of ₹ _____ has already been deposited online as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

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

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

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

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

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

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

6. Earnest Money:

(a) The tender must be accompanied by a sum of ₹ _____ as Earnest Money deposited in cash through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Earnest Money on submission of Registration Certificate issued by appropriate authority.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 60 days) from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer/Dy. Chief Engineer/Divisional Engineer of _____ Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted the earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Earnest Money that may happen thereto-while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Earnest Money so retained to the Contractor.

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

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

9. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works costing not less than the amount equal to 40% of advertised value of the tender, or

Two similar works costing not less than the amount equal to 50% of advertised value of the tender, or

One similar work costing not less than the amount equal to 80% of advertised value of the tender.

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

Three similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or

Two similar works costing not less than the amount equal to 50% of advertised value of each component of tender, or

One similar work costing not less than the amount equal to 80% of advertised value of each component of tender.

Note: Separate completed works of minimum required values for each component can also be considered for fulfillment of technical eligibility criteria.

(b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than ₹ 2 crore each.

10.2. Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

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

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

11. Tenderer Credentials:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit alongwith his / their tender:

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

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

13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Partnership Deeds, Power of Attorney etc.:

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

(ii) In case tenderer is other than sole proprietorship firm, following documents shall be submitted by the tenderer:

(a) **Partnership Firm:** The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.

(b) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).

(c) **Company registered under Companies Act-2013:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(d) **LLP (Limited Liability Partnership) Firm:** If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall submit alongwith the tender- (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.

(e) **Registered Society & Registered Trust:** The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.

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

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

15. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

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

(a) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm / company / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer or retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the Contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the _____ railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

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

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

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

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

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member.

17.5 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

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

17.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

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

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

17.11 On issue of LOA (Letter of Acceptance), the members of the JV to whom the work has been awarded, shall form a legal entity if not already formed, which shall have the same shareholding pattern, as was declared in the MOU/JV Agreement submitted alongwith the tender. This entity shall be got registered before the Registrar of the Companies under 'The Companies Act -2011' (in case of Company) or before the Registrar/Sub-Registrar under the 'Registration Act, 1908' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. This Joint Venture Agreement shall have, inter-alia, following Clauses:

17.11.1 Joint And Several Liability - Members of the JV to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The 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.

17.11.2 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.

17.11.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

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

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

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

- (a) A copy of the Partnership Deed,
- (b) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (c) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

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

A copy of notarized affidavit on Stamp Paper declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

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

- (a) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (b) A copy of Memorandum and Articles of Association of the Company.
- (c) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

17.14.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work.

(b) For works with composite components

(i) The technical eligibility for each component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of work.

OR

(ii) The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'lead member of the JV' and technical eligibility for other components of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of work.

Note:

- (a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- (b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above. The "financial capacity" of each of other partners (excluding lead partner) shall not be less than 10% of the financial eligibility criteria mentioned at para 10.2 above.

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

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

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

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

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

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

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

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

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

18.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

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

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

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

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

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

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

(a) A copy of partnership deed.

(b) A copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

18.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 10 above by the partnership firm:

(Signature)

(Designation)

Signature of Tenderer(s)

Date _____

_____ Railway

Date _____

TENDER FORM (Third Sheet)**Name of Work:** _____**SCHEDULE OF RATES AND QUANTITIES**

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

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

I/We undertake to do the work at _____ % above/below the Schedule of Rates of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

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

AGREEMENT FOR ZONE CONTRACT

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

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

(a) New Works, additions and alterations to existing structures, special repair works and
supply of building materials subject to the contract value for such works not exceeding
₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and
kilometre _____ as will be set forth in the work orders (which work orders shall be
deemed and taken to be part of this contract) that will be issued during the said period at
_____ % above/below the Schedule of Rates of the _____ Railway, corrected up to
the latest correction slips and Standard Specifications of the _____ Railway
corrected upto latest correction slips and the Special Conditions and Special Specifications, if
any in conformity with the drawings (if any) that will be issued with the work order, aforesaid
AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address

Date _____

Signature of witnesses with address

Date _____

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____

(SITE) _____

Schedule of Drawings

Authority _____

Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Schedule of Rates of _____ Railway corrected upto latest correction slips of _____ Division under Zone Contract Agreement here-in-before referred to:

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

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract corrected upto latest correction slips.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract

corrected upto latest Correction Slips and the Standard Specifications of _____ Railway with up-to-date Correction Slips.

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

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature)

Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |
| 2. | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____
between President of India acting through the Railway Administration hereafter called the
"Railway" of the one part and _____ herein after called the
"Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works
_____ set forth in the Schedule hereto annexed upon the Standard General
Conditions of Contract, corrected upto latest correction slips and the Specifications of
_____ Railway corrected upto the latest correction slips and the Schedule of Rates of
_____ Railway, corrected upto latest correction slips and the Special Conditions and
Special Specifications, if any and in conformity with the drawings here-into annexed AND
WHEREAS the performance of the said works is an act in which the public are interested.

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

Contractor _____ (Signature)

Railway: Designation _____

Address _____

(For President of India)

Date _____

Date _____

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

Witnesses:

FORMAT FOR AFFIDAVIT TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of ₹ 100/-. The stamp paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (----- Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any

other action provided in the contract including banning of business for a period of upto five year.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ **RAILWAY**

For works costing more than ₹ 20 cr. or as prescribed by Railways through instruction/NIT issued for the work, the tenderers who meet the minimum eligibility criteria will be qualified only if their available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - B$$

Where

A = Maximum value of construction works executed and payment received in any one financial year during the current and last three financial years immediately preceding the current financial year, upto date of opening of tender, taking into account the completed as well as works in progress.

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

Note:

- (a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of opening of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.
- (b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of opening of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted

by the tenderer. In case, the available Bid Capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

FOR USE IN CONNECTION WITH WORKS CONTRACTS

DEFINITIONS AND INTERPRETATION

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

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

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

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

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

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

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

- (g) "Contractor" shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) "Schedule of Rates of Railway" shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not

be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs

and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

9. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

10. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

11. Use of Ballast Trains: The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

12. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

13. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16.(1) Security Deposit: The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

16.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per clause 51.(1) and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1).

16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

16.(3) No interest shall be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) 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) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;

- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of the GCC

17. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in

performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17–A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the

contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

17-B Extension of Time for delay due to Contractor:

(i) With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 17-B	Rate of Penalty
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

19.(1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall

completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Engineer's Instructions: The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under instructions from the Engineer. The Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

20.(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

20.(4) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

21. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22.(1) Adherence to Specifications and Drawings: The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

22.(2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

22.(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

22.(4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

22.(5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the

lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply

with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

26A.1 The Contractor shall also employ qualified Graduate Engineer or qualified Diploma Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract' by the tender inviting authority."

27.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

27.(2) Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and

(c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

28. Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for

the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

31.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

31.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

31.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

31.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute

all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

35. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the

Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- (c) Necessary for the safety of the works or any part thereof.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

37. Rates for Items of Works:

(i) The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site

clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39.(1) Rates for Extra Items of Works: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid

according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

40.(1) Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

42.(1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be

entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit

of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

43.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month quarter and no claim for payment for such work will be considered which has not been included in such particulars.

43.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in Schedule Annexed to Contract: The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

45(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and

above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

45(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall impose a penalty of 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

46.(1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of ten percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.

46.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence

of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in those contracts where tender conditions specifically permits it and irrespective of the contract completion period. Materials supplied free of cost by Railway to the Contractors and any extra item(s) included in subsequent variation falling outside the purview of the Schedule of Items of tender shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as month 28 days prior to opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.

46A.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives & Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

46A.6 The percentages of labour component, material component, fuel component etc. in various types of Engineering contracts shall be as under:

Sl. No	Component	E/Work & Minor Bridges Contracts, Ballast Supply Contracts, Tunneling Contracts (without explosive)	Tunneling Contracts (with explosives)	Major and Important Bridges Contracts	Building Contracts	Permanent Way linking Contracts (Manual)	Other Works Contracts
1	Labour Component	20	20	20	40	50	20
2	Other Material Components	10	15	30	35	5	20
3	Plant Machinery & Spares	30	15	20	5	15	30
4	Fuel & Lubricants Component	25	15	15	5	15	15
5	Fixed Component*	15	15	15	15	15	15
6	Detonators & Explosive Component	-	20	-	-	-	-

* It shall not be considered for any price variation.

46A.7 Formulae: The Amount of variation in prices in several components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

$$(iv) \quad E = \frac{W \times (E_Q - E_B)}{E_B} \times \frac{E_C}{100}$$

$$(v) \quad PM = \frac{W \times (PM_Q - PM_B)}{PM_B} \times \frac{PM_C}{100}$$

$$(vi) \quad S = \frac{S_W \times (S_Q - S_B)}{S_B}$$

$$(vii) \quad C = C_V \times (C_Q - C_B) / C_B$$

For Railway Electrification Works:

- (viii) $T = [(C_S - C_O) / C_O \times 0.4136] \times T_C$
 (ix) $R = [(R_T - R_O) / R_O + (Z_T - Z_O) / Z_O \times 0.06] \times R_C$
 (x) $N = [(P_T - P_O) / P_O] \times N_C$
 (xi) $Z = [(Z_T - Z_O) / Z_O] \times Z_C$
 (xii) $I = [(I_T - I_O) / I_T] \times 85$

Where,

- L Amount of price variation in Labour
 M Amount of price variation in Materials
 F Amount of price variation in Fuel
 E Amount of price variation in Explosives
 PM Amount of price variation in Manufacture of machinery for mining, Quarrying and Construction
 S Amount of price variation in Steel
 C Amount of price variation in Cement
 T Amount of price variation in Concreting
 R Amount of price variation in Ferrous Items
 N Amount of price variation in Non-Ferrous Items
 Z Amount of price variation in Zinc
 I Amount of price variation in Insulator
 L_C % of Labour Component
 M_C % of Material Component
 F_C % of Fuel Component
 E_C % of Explosive Component
 PM_C % of Manufacture of machinery for mining, Quarrying and Construction Component
 T_C % of Concreting Component
 R_C % of Ferrous Component
 N_C % of Non-Ferrous Component
 Z_C % of Zinc Component
 W Gross value of work done by Contractor as per on-account bill(s) excluding cost of materials supplied by Railway at fixed price, minus the price values of cement and steel. This will also exclude specific payment, if any, to be made to the consultants engaged by Contractors (such payment shall be indicated in the Contractor's offer)
 L_B Consumer Price Index for Industrial Workers - All India : Published in R.B.I. Bulletin for the base period
 L_Q Consumer Price Index for Industrial Workers - All India : Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
 M_B Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
 M_Q Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
 F_B Wholesale Price Index for the group Fuel & Power as published in the R.B.I. Bulletin for the base period

F _Q	Index Number of Wholesale Price Index – By Groups and Sub-Groups for the group Fuel & Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g).Manufacture of other chemical products under (J). MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g).Manufacture of other chemical products under (J). MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index number of Monthly Whole Sale Price Index for the category ‘k. Manufacture of machinery for mining, quarrying and construction’ under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
PM _Q	Index number of Monthly Whole Sale Price Index for the category ‘k. Manufacture of machinery for mining, quarrying and construction’ under (R) MANUFACTURE OF MACHINERY AND EQUIPMENT, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
S _W	Gross value of steel supplied by the Contractor as per the ‘on-account’ bill for the month under consideration
S _B	Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the base period.
S _Q	Index number of Monthly Whole Sale Price Index for the relevant category of mild steel item as mentioned in Clause 46A.9, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP); for the average price index of the 3 months of the quarter under consideration.
C _V	Value of Cement supplied by Contractor as per on account bill in the quarter under consideration
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
C _S	RBI wholesale price index for Cement, Lime & Plaster for the month which is six months prior to date of casting of foundation
C _o	RBI wholesale price index for Cement, Lime & Plaster for the month which is one month prior to date of opening of tender

R _T	IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire bar for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire bar for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group “other Portland and Ceramic product” for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group “other Portland and Ceramic product” for the month which is one month prior to date of opening of tender

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9: Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Category of Steel Supplied in Railway Work	Category of Steel Items as mentioned in Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry Department of Industrial Policy & Promotion (DIPP).
1.	Reinforcement bars and other rounds	‘MS Bright Bars’ individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL.
2.	All types and-sizes of angles, channels and joists	‘Angles, Channels, Sections, Steel’ individual commodity of group item (d) Mild Steel-Long Products under (N) MANUFACTURE OF BASIC METAL.
3.	All types and sizes of plates	‘e. Mild Steel – Flat Products’ of (N) MANUFACTURER OF BASIC METAL.
4.	Any other section of steel not covered in the above categories and excluding HTS	Average of price for the 3 categories covered under SL 1, 2 & 3 above

46A.10 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion

where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be.
- b. In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract.

47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed

and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Final Supplementary Agreement: After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the Contractor for work done, and there is unequivocal no claim on either side under the contract, the parties shall execute the final supplementary agreement annexed as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than maintenance certificate referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii)(B) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice,

cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.

- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

53. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

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

55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

55-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952",

wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

55-C (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."

55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

59.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the

employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

59. (7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the Contractor and forfeit his Security Deposit.

60.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and

such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or

- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (viii) Fail to Execute the contract documents in terms of Clause 8 of the Regulations for Tenders and Contracts.
- (ix) Fails to submit the documents pertaining to identity of JV and PAN in terms of Clause 18.11 of Tender Form available in the Regulations for Tenders and Contracts.
- (x) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xi) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xiv) (A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired Engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or
(B) Fail to give at the time of submitting the said tender:
 - (a) The correct information as to the date of retirement of such retired Engineer or retired officer from the said service, or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
 - (b) The correct information as to such Engineers or officers obtaining permission to take employment under the Contractor, or

(c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired Engineer or a retired officer, or

(d) Being in incorporated company, correct information as to whether any of its directors was such a retired Engineer or a retired officer, or

(e) Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

(f) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause(1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be

debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of GCC.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Reconciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

By the signing of the settlement agreement by the parties on the date of agreement; or

- By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
- By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration;

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

64.(1) : Demand for Arbitration:

64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties

on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, **the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.**

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings,

provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway

Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 17(B)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work).
(ii) Acceptance letter no. _____
(iii) Understanding/Agreement no. _____

Ref: _____ (Quote specific application of Contractor for extension to the date received)

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____

6. Physical fitness _____
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

9. Reasons for :
 - (a) Refusal to grant certificate, or _____
 - (b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

ANNEXURE – IX

(Reference Clause 62.(1))

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

RAILWAY

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

RAILWAY

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No.

In connection with

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).
2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

FINAL SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the final bill bearing voucher No. _____ dated _____ of value _____ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of ₹ _____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including /excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS: _____

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of GCC.

Signature of Claimant _____ Signature of Respondent _____

*Strike out whichever not applicable.

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.

6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Government of India
Ministry of Railways
(Railway Board)

No. 2018/Trans. Cell/Mech./Service Contracts

New Delhi Dated: 20.03.2018

The General Managers,
All Zonal Railways & Production Units
DG/RDSO, DG/NAIR, CAO/DMW, CAO/RWP
Dir./CTIs

Sub: The General Conditions of Contract for Service.
Ref: Letter of even No. Dated 02.02.2018.

There have been some typographical mistakes in the Board's letter of even no. issued on 02.02.2018.

Now, typographical mistakes have been corrected. The corrected copy of General Conditions of Contract for Service in PDF format is enclosed.

Zonal Railways may follow this corrected PDF version of General Conditions of Contract for Services.



(A.K. Chandra)
Executive Director/Mech./Trans.
Railway Board
Tel. No. (M) 9717646228

No. 2018/Trans. Cell/Mech./ Service Contracts

New Delhi Dated: 20.03.2018

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi.
3. The Director of Audit, All Indian Railways

(Sanjeeb Kumar)
Executive Director/Accounts/Transformation



General Conditions of Contract for Services

January, 2018

**Ministry of Railways
Government of India**

Chandrap

Sanjeeb Kumar

Amrith Kumar

PREAMBLE

In recent years, Indian Railways has seen a rise in the number of service contracts in non-operational areas such as cleaning, facilities management, consultancy etc. which continue to be governed by the General Conditions of Contract (GCC) for Works at present.

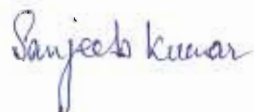
Given the diverse nature of works and services contracts and the problems in managing service contracts using a GCC developed for works, a need was felt to formulate a simplified, outcome focused GCC catering specifically to services to improve contract management, delivery of services and to reduce government litigation.

In this regard, a committee of Executive Directors/Railway Board was formed with a mandate for 'simplification and improvement of service contracts with a view to improve the quality of services and service contract management.'

The new GCC is a result of wide ranging consultations, profound erudition and of immensely valuable contributions from all the directorates which examined its provisions and connotations thereof, both evident and implicit.

The recommendations of the committee after approval of the Civil Engineering, Transformation, and Legal directorates, concurrence of Finance and approval of the Railway Board are presented in the form of the new document titled as "**The General Conditions of Contract for Services**".

Amit Garg,
Convener of the Committee on GCC for Services,
and
Executive Director/ EnHM/CE,
Railway Board



LIST OF CONTENTS

I MEANING OF TERMS

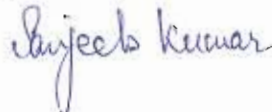
1.1	Interpretation	1
1.2	Definition	1
1.3	Singular and Plural	3
1.4	Headings and Marginal Headings	3

II ELIGIBILITY OF BIDDERS AND EVALUTATION OF BIDS

2.1	Elements of Service Contracts and Procedural Thereof	4
2.2	Qualification Criteria	4
2.3	Lead Partner/Non Substantial Partners/Change in JV/Consortium	5
2.4	Joint Venture (JV)Firms in Bids	5
2.5	Disqualification of Bidders	9
2.6	Bid Evaluation System	11
2.7	Application for Registration for Approved List of Vendors	14
2.8	Right of Railway to Deal with Bids	14

III BID DOCUMENTATION

3.1	Bid (Tender) Form	16
3.2	Omissions & Discrepancies	16
3.3	Earnest Money	16
3.4	Care in Submission of Bids	17
3.5	Execution of Contract Document	18
3.6	Form of Contract Document	18



IV GENERAL OBLIGATIONS

4.1	Execution Co-Relation And Intent of Contract Documents	19
4.2	Law Governing The Contract	19
4.3	Service of Notices on Contractors	20
4.4	Occupation and Use of Land	20
4.5	Assignment or Subletting of Contract	20
4.6	Railway Passes	20
4.7	Carriage of Materials	21
4.8	Representation on Works	21
4.9	Relics, Treasures, Lost and Found	21
4.10	Indemnity By Contractors	21
4.11	Performance Guarantee	21
4.12	Force Majeure Clause	23
4.13	Illegal Gratification	24
4.14	Contractor's Understanding	24
4.15	Commencement of Works	24
4.16	Accepted Programme	24
4.17	Compliance to Managers Instructions	24
4.18	Alterations to be Authorized	25
4.19	Extra Works	25
4.20	Separate Contract in Connection With Works	25
4.21	Instruction of Manager's Representative	25
4.22	Adherence to Specifications and Drawings	25
4.23	Working During Night	26
4.24	Damage to Railway Property or Private Life and Property	26
4.25	Sheds and Stores Houses	27
4.26	Provision of Efficient and Competent Staff at Sites By The Contractor	27
4.27	Workmanship and Testing	28
4.28	Removal of Improper Materials/tools and Plant	28
4.29	Facilities for Inspection	28
4.30	Temporary Works	28
4.31	Contractor to Supply Water for Works	29
4.32	Contractor to Arrange Supply of Electric Power for Services	29
4.33	Property in Materials and Plant	29
4.34	Tools, Plant and Material Supplied by Railway	30
4.35	Hire of Railways' Plant	30
4.36	Precaution During Progress of Services	30
4.37	Roads and Water Courses	30

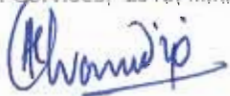
4.38	Provision of Access to Premises	30
4.39	Safety of Public	30
4.40	Use of Explosives	31
4.41	Suspension of Services	31
4.42	Rates for Items of Work	31
4.43	Clearance of Site on Completion	32
4.44	Digital Contract Labour Management System	32
4.45	Environmental Requirements	33
4.46	Data Protection	33
4.47	Intellectual Property Rights	34

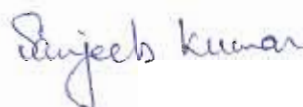
V VARIATIONS, MEASUREMENT AND PAYMENTS

5.1	Extension of Time	37
5.2	Extension of Time for Delay Due to contractor	38
5.3	Modification to Contract to be in writing	38
5.4	Claims	40
5.5	Measurement	41
5.6	Payments	42
5.7	Price Variation Clause (PVC)	43
5.8	Price Variation During Extended Period of Contract	45
5.9	Maintenance of Works, if applicable	45
5.10	Certificate of Completion of Services	46
5.11	Final Payment	47

VI LABOUR LAWS AND RELATED OBLIGATIONS

6.1	Independent Contractor	49
6.2	Legal Obligations	50
6.3	Labour Law Awareness	50
6.4	Provisions of Contract Labour (Regulation and Abolition) Act, 1970/Rule 1950	50
6.5	Minimum Wages Act, 1948/Rules 1950	53
6.6	Provisions of Payments of Wages Act	54
6.7	Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952	54
6.8	Provisions of Workmen's Compensation Act	57
6.9	The Maternity Benefit Act, 1961	57
6.10	The Sexual Harassment of Women at the Workplace	58
6.11	Safai Karamchari Act, 1993	58
6.12	Child Labour (Prohibition and Regulation) Act, 1986	59







6.13	Apprentices Act, 1961	59
6.14	Miscellaneous Provisions	59
6.15	Medical Certificate of Fitness for Labour	61
6.16	Police Verification of Labour Employed by Contractor	61
6.17	Mandatory Compliance of Government Schemes	62

VII DETERMINATION OF CONTRACT

7.1	Right of Railway to Determine the Contract	63
7.2	Payment on Determination of Contract	63
7.3	No Claim on Compensation	63
7.4	Determination of Contract Owing to Default of Contractor	63
7.5	Right of Railway After Rescission of Contract Owing to Default of Contractor	65

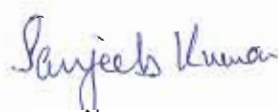
VIII SETTLEMENT OF DISPUTES- INDIAN RAILWAY ARBITRATION RULES

8.1	Matters Finally Determined by the Railways	67
8.2	Demand for Arbitration	67
8.3	Obligation During Pendency of Arbitration	68
8.4	Appointment of Arbitrator	68

ANNEXURES

I	Bid Evaluation-Technical Criteria (sample)	71
II	Bid Form (First Sheet)	74
II	Bid Form (Second Sheet)-Instructions to Bidders	75
II	Bid Form (Third Sheet)- Schedule of Rates and Quantities	80
III	Contract Agreement of Services	81
IV	Employment Card (Form XIV)	82
V	Service Certificate (Form XV)	83
VI	Register of Wages (Form XVII)	84
VII	Wage Slip (Form XIX)	85
VIII	Return to be sent by the Contractor to the Licensing Officer (Form XXIV)	86

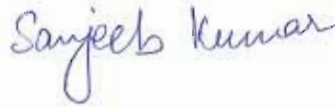






IX	Annual Return of Principal Employer to be sent to the Registering Officer (Form XXV)	88
X	Certificate of Medical Examination	89
XI	Certificate of Police Verification	90
XII	Performance Notice	91
XIII	Revocation of Performance Notice	92
XIV	7 Days Notice	93
XV	Termination Notice	94
XVI	First Aid Facilities	95
XVI	Register for Correction Slips	96







I. MEANING OF TERMS

1.1 Interpretation: These shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Bid Forms.

1.2 Definition: In these General Conditions of Contract, the following terms shall have the meanings assigned hereunder except where the context otherwise requires.

Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms / trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc.

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

1.2.2 General Manager (GM) shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.

1.2.3 Chief Manager shall mean the Officer in charge of the user department i.e. Mechanical/ Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. (for e.g. COM, CCM, CE, CMD etc.) and shall mean and include their successors of the Successor Railway.

1.2.4 Divisional Railway Manager (DRM) shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

1.2.5 Manager shall mean the Divisional officers or equivalent officers of the user department i.e. Mechanical, Commercial/ Operations/ Safety/ Finance/ Health/ Engineering including S & T and Electrical of both Open line and Construction department including production units etc. in executive charge of the works (e.g. Sr DME, Sr DOM, Sr DCM, CMS, Sr DEN etc.) and


shall include the superior officers of the same departments and shall mean & include the successors of the Successor Railway

1.2.6 Bidder shall mean the person/ the firm/ co-operative or company whether incorporated or not who Bids for the services with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.

1.2.7 Limited Bids shall mean bids invited from all or some contractors on the approved or select list of Contractors with the Railway.

1.2.8 Open Bids shall mean the bids invited in open and public manner and with adequate notice.

1.2.9 Works shall mean the works contemplated for delivery of services as per drawings and schedules set forth in the Bid forms and required to be executed according to the specifications.

 **1.2.10 Service** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

1.2.11 Earning Contract means a contract in which the contractor makes payment to Railway for some notified activity, i.e. where Railway gets some earning by awarding the contract. Examples of earning contracts are running (operating) 4-wheeler / 2-wheeler stands; publicity on platforms / trains etc.; running (operating) various type of stalls on platforms including reservation centers, book-stalls, restaurants, fast-food stalls, tea-stalls etc."

1.2.12 Specifications shall mean the Standard Specifications for Materials & Services of Railway as specified by Railway under the authority of the Ministry of Railways or the Chief Manager or as amplified, added to or superseded by Special Specifications, if any or as specified in the Bid document.

1.2.13 Schedule of Rates of the Railway (SOR) shall mean the Schedule of Rates issued under the competent authority from time to time.

1.2.14 Drawings shall mean the maps, drawings, plans, tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Manager from time to time.

1.2.15 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 assignees.

1.2.16 Contract shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of




Contract, the Special Conditions of Contracts, if any; the Drawings, the Specifications, the Special Specifications, if any and Bid Forms, if any.


1.2.17 Tools and plants shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the services.

1.2.18 "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the services.

1.2.19 Site shall mean the lands, spaces, trains and other places on, under, in or through which the services are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

1.2.20 Period of Maintenance shall mean the specified period of maintenance from the date of completion of the works, as certified by the Manager.

 **1.2.21 Two Bid System / Two Packet System** shall mean a system of bid evaluation where there is simultaneous receipt of separate technical and financial bids. The technical evaluation of bids is completed first and the financial bids of only the technically responsive bids are opened, for further evaluation. This is the standard method to be adopted.

 **1.2.22 Quality and Cost Based Selection** shall mean a system of bid evaluation where weightages are assigned to technical and financial criteria, wherein higher weightage is assigned to technical criteria based on the importance of quality of consultancy services sought. The evaluation is made on the basis of combining the weighted scores for technical and financial criteria.

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

1.4 Headings and Marginal Headings: The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.


1.5 Use of Personal Pronouns: The form of personal pronouns adopted in this document in relation to bidders is 'she', 'her' etc. It shall be deemed to signify/include all persons (and objects) irrespective of the gender/sex.




II. ELIGIBILITY OF BIDDERS AND BID EVALUATION

2.1 Elements of Service Contracts and Procedures thereof

2.1.1 Essential elements of a Service Contract: Service contracts are generally defined by scope, (e.g., services expressed in terms of functions, processes, activities, or projects), governance (e.g., decision powers, roles and responsibilities), operations (e.g., day-to-day operating procedures), financial arrangements (e.g., fee structures, settlement arrangements), performance (e.g., expected outputs, levels of service, reporting) and implementation (e.g., activities, timelines, level of effort). Quality of services and timely availability of services is essential for the satisfactory performance of a Service Contract. Bids/ Tenders have to be framed in such a manner in which these basic elements are ensured.

 **2.1.2** For Service Contracts valuing Rs. 50 lakhs and above (the cost of Bid as decided by Railway Board from time to time), at present, two-packet system of bidding for evaluation would be adopted based on Clause **2.6 B**.

 **2.1.3** Service contracts valuing less than Rs. 50 lakhs (as decided by Railway Board from time to time) shall be decided on the basis of financial bids as per procedures laid down by Railway Board.

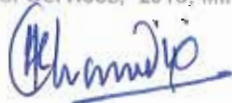
2.2 Qualification Criteria

2.2.1 Eligible Applicant

2.2.1.1 The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

2.2.1.2

a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.



- b) Any Central government department/ Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.
- d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process :
- (i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;
- (ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project."
- e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings

2.3 Lead Partner/ Non - Substantial Partners/ Change In JV/ Consortium

2.3.1 One of the members of the JV Firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm .The other members shall have a share of not less than 20% each in case of JV Firms with upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm.

2.3.2 Once the Bid is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

2.3.3 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 bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

2.3.4 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification 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 be

deemed to be breach of contract with all consequential penal action as per contract conditions.

2.4 Joint Venture (JV) Firms in Bids

2.4.1 Participation of Joint Venture (JV) Firms in Service Bids: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.

2.4.1.1 Separate identity/name shall be given to the Joint Venture Firm.

2.4.1.2 Number of members in a JV Firm shall not be more than three, if the service involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.

2.4.1.3 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 Bid.

2.4.1.4 The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.



2.4.1.5 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

2.4.1.6 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. 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.

2.4.1.7 On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

2.4.1.8 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:

(a) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of 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 service is completed.

(c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

2.4.1.9 **Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV Firm.

2.4.1.10 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract.

2.4.1.11 **Documents to be enclosed by the JV Firm along with the Bid:**

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

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

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

- (a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

2.4.1.11.3 In case one or more members is/ are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- (b) Copy of Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

2.4.1.11.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

2.5 Disqualification of Bidders

2.5.1 Employment / Partnership etc. of Retired Railway Employees

2.5.1.1

(a) Should a Bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or


(b) Should a Bidder being partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or

(c) Should a Bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or

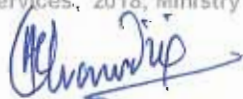
(d) Should a Bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, then

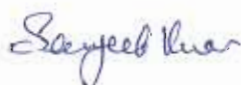
the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least **one** year prior to the date of submission of the Bid as to whether permission for taking such contract, or

if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the Bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

 Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected.

2.5.2 Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions of Contract.







2.5.2.1 If the bidder or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

2.5.2.2 The contractor shall be disqualified from participating in the bidding for services in a Railway division,

(i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 in that Railway division, with in the previous 2 years from date of submission of bids.

(ii) In that Railway division, the bidder or any of its constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority)

The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules.



2.6 Bid Evaluation System

Evaluation of the bids shall be done as per the following system –

For evaluation of bids, the technical criteria must be defined by the tender inviting authority in consultation with associate finance and approval of the tender accepting authority, as per the needs and specific requirements of the project in question.

Based on the type and specific requirements of the project the following methods of bid evaluation can be used, as considered appropriate.



A. Single Packet System: This method of evaluation shall be used for all service contracts having bid value upto and including Rs 50 Lakh. This shall be based on the eligibility criteria as per clause 2.6.1.1 and 2.6.1.2 below. **Clause 2.6.1.3 shall not be applicable here.**



B. Two Bid System / Two Packet System: This method of evaluation shall be used for all service contracts having bid value exceeding Rs 50 Lakh.

The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:

With a view to assess the bids technically without being influenced by the financial bids, 'Two Packets System of Bidding' shall be adopted. In this system, the Bidders shall submit their quotations/ offers in two sealed envelopes; with one envelope containing the Technical bid (First packet) and the other envelope containing the Financial Bid (Second packet).

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting

the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.

However, if on the basis of information contained in the first packet, the Tender Committee needs clarification regarding processes, specifications etc.; communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarifications shall be confined to the documents/information already submitted by the bidder.

C. Quality and Cost Based System (QCBS): This method of selection may be used for consulting services where quality of consultancy is of prime concern such as management consulting, feasibility studies etc. This method of evaluation shall be used for all consultancy service contracts having bid value exceeding Rs 50 Lakh. Under QCBS, weightages are assigned to technical and financial bid.

The bid document shall specify the minimum qualifying score for the quality of technical bid and also the relative weightages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g. 70:30, 60:40, 50:50 etc.). The bid with the highest weighted combined score (quality and cost) shall be selected. The weightage of the technical parameters i.e. non-financial parameters in no case should exceed 80 percent.



2.6.1 Minimum Eligibility Criteria

2.6.1.1 Work Experience The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid.

***Completed service contract** includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

** Similar service contract means any contract that is so specified by the competent authority.

Work experience certificate from private individual shall not be accepted. Certificate from public listed company/private company/Trusts having annual turnover of Rs 500 crore and above subject to the same being issued from their Head office by a person of the company duly enclosing his authorisation by the Management for issuing such credentials.

Notes:

The bidder shall submit details of work executed by them in the prescribed format alongwith bid for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature/scope of contract, actual completion cost and actual date of completion for such contract.

2.6.1.2 Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below –

(i) T1- Financial Turnover: The bidder should have an aggregate financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years

and in the current financial year upto the date of opening of the tender. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

(ii) T2-Liquidity: The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.

In Case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.

2.6.1.3 Other Criteria: Based on the nature of services required, type of contract and other such considerations, the competent authority may include any other criteria as it deems fit in the minimum eligibility criteria for the qualification of bidders. A sample of technical criteria has been attached in Annexure – I for illustrative purposes.

2.6.2 Evaluation of Technical Bid

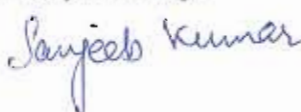
2.6.2.1 Bidder's Credentials:

2.6.2.1.1 The bidder shall submit along with the Bid document, documents in support of their claim to fulfil the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per the bid document.

2.6.2.1.2 Each page of the copy of documents / certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page). Only, those documents will be considered for evaluating bid, which are duly self-attested as above.

2.6.2.1.3 The bidders shall submit an affidavit on a stamp paper to the effect that all the documents submitted by her along with her bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.

After opening the financial bid, the tender committee shall verify the credentials of the bidder who is declared as the lowest bidder (L1) for their authenticity. In case the credentials of L1 are not found to be in order, her bid shall be treated as technically


unresponsive and thus invalid. The process shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted by a bidder is found to be false / forged:

- (a) The bidder / each partner / member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (bid) shall also be summarily rejected.
- (b) If the contract has already been awarded, or Letter of Acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial / full payments otherwise due to the contractor, in respect of the partial / full work executed by the contractor, shall be forfeited by the Railways.
- (c) Other punitive actions, like banning the bidder and partners / members of the bidding firm for future dealings with Indian Railways and / or the Government of India may also be taken by the Railway / Govt. of India authorities.

2.6.4 Evaluation of Financial Bid

The financial proposal shall be evaluated to determine the lowest bidder. In case, the evaluated financial offers of two or more technically qualified bidders are Lowest and same, then the Bid of the bidder who is technically more sound (having scored higher marks in evaluation of technical bid as per clause 2.6.1.3) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

2.7 Application for Registration for Approved List of Vendors

2.7.1. Contracts for provision of services shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, a list of approved contractors for each category of services may be maintained in the Railway. The said list is to be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the competent authority furnishing particulars regarding:

- (a) her position as an independent contractor specifying the organization available with details or Partners / Staff employed with qualifications and experience;
- (b) her capacity to undertake and carry out services satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment, tools and plants etc., required for the work maintained by her;
- (c) her previous experience of services rendered similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (f) her financial position;

2.7.2 An applicant shall clearly state the categories of services and the Area / Zone / Division(s) / District(s) in which she desires registration in the list of approved contractors.



Sanjeeb Kumar



2.7.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway. The term for this approved list to be in force will also be determined by the competent authority in Indian Railways.

2.7.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerks for bids etc.

2.8 Right of Railway to Deal with Bids

The Railway reserves the right of not to invite bids for any of railway service/s and when Bids are called to accept a Bid in whole or in part or reject any Bid or all Bids without assigning reasons for any such action. The authority for the acceptance of the Bid will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest Bid or any other Bid and no Bidders(s) shall demand any explanation for the cause of rejection of their Bid nor the Railway to assign reasons for declining to consider or reject any particular Bid/s.

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

2.8.2 If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

2.8.3 If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder. This clause shall not be applicable for Consultancy contracts.



Sanjeet Kumar



III. BID DOCUMENTATION

3.1 Bid (Tender) Form

Bid (Tender) Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure – II**. Bid Forms shall be issued on payment of the prescribed fee to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with Bid forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works.



MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be supplied such Bid documents free of cost on confirmation (photocopy/ Xerox copy) of their evidence to this effect.

3.2 Omissions & Discrepancies

Should a Bidder find discrepancies in or omissions from the drawings or any of the Bid Forms or should she be in doubt as to their meaning, she should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful Bidder shall take upon herself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.



3.3 Earnest Money

3.3.1 The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under –

	Value of the Work	Earnest Money Deposit (EMD)
a)	For works / services estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work

- b) For works/ services estimated to cost more than Rs. 1 crore Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs. 1 crore

Note:

- The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of Bidding.
- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognised by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid.

3.3.2 It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/ their offer or modify the terms and conditions thereof in a manner not acceptable to the Manager. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

3.3.3 If her Bid is accepted, this earnest money mentioned in sub clause 3.3.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of this General Conditions of Contract. The Earnest Money of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

3.3.4 The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time.

3.4 Care in Submission of Bids

3.4.1 Before submitting a Bid, the Bidder shall be deemed to have satisfied herself by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the delivery of the services are taken into account and that the rates she enters in the Bid forms are adequate and all-inclusive to accord with the provisions in **Clause – 4.42** of the General Conditions of Contract for the delivery of services to the entire satisfaction of the Manager.

3.4.2 When the service is bidden for, by a firm or a company of contractors, the Bid shall be signed by the individual legally authorized to enter into commitments on their behalf.

3.4.3 Railway shall not be bound by any power of attorney granted by the Bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

3.5 Execution of Contract Document

The Bidder whose bid is accepted shall be required to appear in person at the office of concerned Manager, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such Bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money of the bid and performance guarantees for the bid available with the Railway.

3.6 Form of Contract Document

Every contract shall be complete in respect of the document it shall so constitute. Not less than 3 copies of the contract document shall be signed by the competent authority and the contractor – one copy given to the contractor, one copy for the finance department and one copy for the contract manager. The form of contract document shall be provided in the tender/bid documents for every individual work.

Specimen Bid and Agreement forms are placed as Annexures II and III



IV. GENERAL OBLIGATIONS

4.1 Execution Co-Relation and Intent of Contract Documents

The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of the services. Materials or works/services not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works/services described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4.1.1 If a service is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

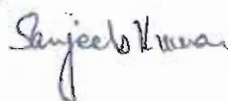
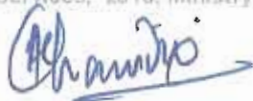
4.1.2 If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall; notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

4.2 Law Governing the Contract

The contract shall be governed by the law for the time being in force in the Republic of India.

4.2.1 Compliance to Regulations and Bye-Laws

The Contractor shall conform to the provision of any statute relating to the services and regulations and bye-laws of any local authority and of any water, drainage and lighting companies or undertakings, with whose system the services are proposed to be provided and shall before making any variation from the drawings or the specifications



that may be necessitated by so confirming give to the Manager notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until she has received instructions from the Manager in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.2.2 Communications to be in Writing

All notices, communication, reference and complaints made by the Railway or the Manager or the Manager's Representative or the Contractor *inter se* concerning the works/ services shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

4.3 Service of Notices on Contractors

The Contractor shall furnish to the Manager the name, designation and address of her authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or her authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Manager.

4.4 Occupation and Use of Land

No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing, or in relation to the execution of the services.



4.5 Assignment or Subletting of Contract

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 7.4 of these Conditions and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of services by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

4.6 Railway Passes

No free Railway passes shall be issued by the Railway to the Contractor or any of her employees/ workers. Wherever required 'authority for entering restricted area' or 'authority for on board services' shall be provided.

4.7 Carriage of Materials

No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by Rail which may be required for use in the services and the contractor shall pay full freight charges at public tariff rates therefor.

4.8 Representation on Site

The Contractor shall, when she is not personally present on the site of the work place, keep a responsible agent during working hours who shall on receiving reasonable notice, present herself to the Manager, and orders given by the Manager or the Manager's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting herself, the Contractor shall furnish the name and address of her agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 7.4 of these Conditions.

4.9 Relics, Treasures, Lost and Found

All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures, relics antiquities, lost and found etc. which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

4.10 Indemnity by Contractors

The Contractor shall indemnify and save harmless the Railway, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, her agents or employees, in the execution of the services/works wherever applicable or in her guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.



4.11 Performance Guarantee

4.11.1 Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 10% of the contract value in four separate parts of 2.5 % each of the contract value, within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60th day is a bank holiday or office closure next working day

should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

4.11.2 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (five percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.

4.11.3 The applicable Performance Guarantee shall be calculated as per the revised value of the contract covering all variations upto the determination of the contract

4.11.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable maximum penalty, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed after the completion of the contract.

4.11.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value –

- (a) A deposit of cash;
 - (b) Irrevocable Bank Guarantee;
 - (c) Government Securities including State Loan Bonds at 5% below the market value;
 - (d) 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;
 - (e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (f) A Deposit in the Post Office Saving Bank;
 - (g) A Deposit in the National Savings Certificates;
 - (h) Twelve years National Defence Certificates;
 - (i) Ten years Defence Deposits;
 - (j) National Defence Bonds and
 - (k) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

Note - The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

4.11.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid upto the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.




4.11.7 The Performance Guarantees (PGs) shall be released after physical completion of the work/ service delivery based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the assigned services in all respects satisfactorily and passing of final bill based on "No Claims Certificate" from the contractor. In case any contract provides for warranty/ maintenance clause then 25 % of the Performance Guarantee would be retained till the warranty/ maintenance period is over and a certificate to that effect is issued by the Manager.

4.11.8 Whenever the contract is rescinded, the Performance Guarantees shall be encashed/ forfeited. The balance work or services for the same shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract. If the failed contractor is a Partnership firm, then every member/ partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the bid which includes delivery of balance services of failed contract in his/her individual capacity.

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

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

(b) 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 Manager.

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

4.12 Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Manager as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.13 Illegal Gratification

4.13.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or her partner, agent or servant or, anyone on her behalf, to any officer or employee of the Railway, or to any person on her behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which she may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

4.13.2 The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if she shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as she shall consider fit & sufficient and her decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work/ services rendered upto the date of rescission.

4.14 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied herself as to the nature, scope and location of the services, the type / character of equipment and facilities needed preliminary to, and during the progress of the services, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the services under the contract.

4.15 Commencement of Services

The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Manager or as directed by the Manager and shall proceed with the same with due expedition and without delay.

4.16 Accepted Programme

The Contractor shall submit schedule of delivery of services, the details of organisation (in terms of labour and supervisors) plant and machinery that she intends to utilize (from time to time) for execution of the services. The programme of delivery of services amended as necessary by discussions with the Manager, shall be treated as the agreed programme of the delivery of services for the purpose of this contract and the contractor shall endeavour to fulfill this programme of delivery of services. The progress of delivery of services shall be watched accordingly.

4.17 Compliance to Manager's Instructions

The Manager shall direct the order in which the several components of the services shall be provided and the Contractor shall execute without delay all orders given by the

Manager from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the services in all respects.

4.17.1 In cases, where performance or/and quality of services is/are found to be dissatisfactory, Manager or his representatives shall impose penalty as mentioned in bid document, subject to cumulative penalty for such dissatisfactory performance or/and quality of services does not exceeds 10% of original contract value or as prescribed in the bid document.

4.18 Alterations to be Authorized

No alterations in or additions to or omissions or abandonment of any part of the services shall be deemed authorised, except under instructions from the Manager, and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Manager.

4.19 Extra Services

Should services over and above those included in the contract require to be provided at the site, the contractor shall have no right to be entrusted with the execution of such works/services which may be carried out by another contractor or contractors or by other means at the option of the Railway.

4.20 Separate Contracts in Connection with Services

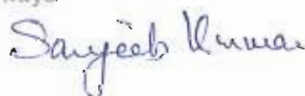
The Railway shall have the right to let other contracts in connection with the works/services. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works/services and shall properly connect and coordinate her work/services with theirs. If any part of the Contractors works/services depends for proper execution or result upon the works/services of another contractor(s), the Contractor shall inspect and promptly report to the Manager any defects in such works/ services that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of her services, except as to defects which may develop in the other contractor's work after the execution of her work.

4.21 Instructions of Manager's Representative

Any instructions or approval given by the Manager's representative to Contractor in connection with the services shall bind the Contractor as though it had been given by the Manager provided always as follows –

(a) Failure of the Manager's representative to disapprove any work/ services or materials shall not prejudice the power of the Manager thereafter to disapprove such services or material and to order the rectification thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Manager's representative, she shall be entitled to refer the matter to the Manager who shall there upon confirm or vary such decision.



4.22 Adherence to Specifications and Drawings

The whole of the works/ services shall be executed in perfect conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If Contractor performs any act in a manner contrary to the specifications or drawings or any of them and without such reference to the Manager, she shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

4.22.1 Drawings and Specifications of the Works: The Contractor shall keep one copy of procedures and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Manager or the Manager's Representative.

4.22.2 Ownership of Proprietary Information and Specifications: All procedures, documents, drawings, processes and specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property/ proprietary information of the Railway. They shall not be copied, distributed, published, used in any form or on other services. With the exception of the signed contract set, all such documentation in hard copy or soft copy format and other material, shall be returned by the Contractor to the Railway, on completion/ termination of the Contract.

4.22.3 Compliance with Contractor's Request for Details: The Manager shall furnish with reasonable promptness, after receipt by her of the Contractor's request for the same, additional instructions by means of procedures, specifications or otherwise, necessary for the proper execution of the services or any part thereof. All such procedures, specifications and instructions shall be consistent with the Contract Documents and reasonably inferable therefrom.

4.22.4 Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the procedures, specifications and drawings or as to execution or quality of any services or material, or as to the measurements of the services the decision of the Manager thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Manager who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.



4.23 Working Timings

The Contractor shall have to carry out any required services round the clock as per directions of the Manager/ Manager's representative.

4.24 Damage to Railway Property or Private Life and Property

The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the **Workmen's Compensation Act** or any statutory amendments thereof

to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

4.25 Sheds, yards and Store Houses

The Contractor shall at her own expense provide herself with sheds, yards and storehouses in such situations and in such numbers as in the opinion of the Manager is requisite for carrying on the services and the Contractor shall keep at each such sheds, yards and store-houses a sufficient quantity of materials / plant in stock as not to delay the carrying out of the services with due expedition and the Manager and the Manager's representative shall have free access to the said sheds/yards/ store houses at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Manager may object to shall not be brought upon or used in the services, but shall be forthwith removed from the sheds/yards/store houses by the Contractor.

4.26 Provision of Efficient and Competent Staff at Sites by the Contractor

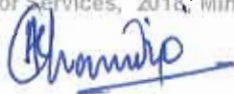
4.26.1 The Contractor shall maintain efficient and competent staff to give the necessary directions to her workers and to see that they provide their services in proper and desirable manner and shall employ only such supervisors, workers & labour in or about the execution of any of these services as are careful and skilled in the various trades. Daily record of such supervisors and labour shall be maintained.

4.26.2 The Contractor shall at once remove from the site any agents, permitted sub-contractor, supervisor, worker or labour who shall be objected to by the Manager. If and whenever required by the Manager, she shall submit a correct return showing the names of all staff and workers employed by her.

4.26.3 In the event of the Manager being of the opinion that the Contractor is not employing on the services a sufficient number of staff and workers as is specified or otherwise for proper execution of the services within the prescribed procedure and time, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Manager immediately and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind/ penalize the contract under suitable clauses of these/special conditions.

4.26.4 Deployment of Qualified Supervisors by the Contractor

(a) The contractor shall also employ qualified supervisors based on value of the contract and the extent of services as prescribed in the Bid documents as 'Special Conditions of Contract' by the Tender Inviting Authority.



Sanjeeb Kumar



(b) In case the contractor fails to employ the supervisor, as aforesaid in the above paragraph, she shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in this section or as provided for in the bid document.

(c) Number of qualified supervisors required to be deployed by the Contractor for various activities contained in the service contract shall be specified in the tender documents by the tender inviting authority.

4.27 Skilled Labour/ Expertise and Testing

The whole of the services and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workers with expertise and in a workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the services and to the entire satisfaction of the Manager according to the instructions and directions which the Contractors may from time to time receive from the Manager. The materials may be subjected to tests by means of such machines, instruments and appliances as the Manager may direct and wholly at the expense of the Contractor.

4.28 Removal of Improper Materials/ Tools and Plant

The Manager or the Manager's Representative shall be entitled to order from time to time:

(a) The removal from the site within the time specified in the order of any materials which in their opinion are not in accordance with the procedures/ specifications.

(b) The substitution of proper and suitable materials/ tools and plants, and

(c) In case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 7.4 of these conditions.

4.29 Facilities for Inspection

The Contractor shall afford the Manager and the Manager's Representative every facility for entering in and upon every portion of the site at all hours for the purpose of inspection or otherwise and shall provide all facilities of every kind required for the purpose and the Manager and the Manager's Representative shall at all times have free access to every part of the site and to all places at which materials / tools and plant for the services are stored or being prepared.

4.30 Temporary Works

All temporary works necessary for the proper execution of the services shall be provided and maintained by the Contractor and subject to the consent of the Manager shall be

removed by her at her expenses when they are no longer required, and in such manner, as the Manager shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Manager will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by her for the execution of services, the contractor shall arrange for handing over vacant possession of the said land after the service is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

4.31 Contractor to Supply Water for Works/ Services

4.31.1 Water Supply From Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of services from the Railway's existing water supply system at or near the site of services on specified terms and conditions and free of cost (unless specified otherwise), provided that the Contractor shall arrange, at her own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

4.31.2 In case the Railway is unable to provide water for the services, the contractor shall be responsible for the arrangements of supply of water necessary for the services.

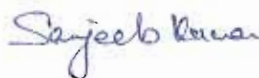
4.32 Contractor to Arrange Supply of Electric Power for Services

4.32.1 Electric Supply From The Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of services from the Railway's existing electric supply systems on specified terms and conditions free of cost (unless otherwise specified) only for the services rendered provided the cost of arranging necessary connections shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the electric supply system.

4.32.2. In case the Railway is unable to provide electricity for the services, the contractor shall be responsible for the arrangements of supply of electricity necessary for the services.

4.33 Property in Materials and Plant

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the services and intended to be used for the execution thereof shall immediately, as they are brought upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the services are rejected by the Manager under Clause 4.25 of these conditions or are declared by her not to be needed for the execution of the services or such as on the grant of the certificate of completion remain unused, shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any



way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

4.34 Tools, Plant and Materials Supplied by Railways

The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to her charge for the purpose of the services and shall be responsible for all damage or loss caused by her, her agents, permitted subcontractor, or her workers or others while they are in her charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to her by the Manager and on completion of the services shall hand over the unused balance of the same to the Manager in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

4.35 Hire of Railways' Plant

The Railway may hire to the Contractor such plant/ machinery as DG sets, portable engines, pumps etc. for use during execution of the services on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

4.36 Precaution During Progress of Services

During the execution of services, unless otherwise specified, the Contractor shall at her own cost provide the materials for and execute all services as is necessary for the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or assets or hindrance to other works / services.

4.37 Roads and Water Courses

Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or her agent or her staff shall be recoverable from the Contractor by deduction from any sums which may become due to her in terms of contract, or otherwise according to law.

4.38 Provision of Access to Premises

During progress of services in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the services and shall react and maintain at her own cost barriers, lights and other safeguards as prescribed by the Manager, for the regulation of the traffic, and provide watchers necessary to prevent accidents.

4.39 Safety of Public

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out, such persons as may, in the opinion of the Manager, be required to comply with regulations appertaining to the service.

4.40 Use of Explosives

No explosives shall be used for the services rendered or on the site by the Contractor.

4.41 Suspension of Services

4.41.1 The Contractor shall on the order of the Manager, suspend the progress of the services or any part thereof for such time or times and in such manner as the Manager may consider necessary, and shall during such suspension, properly protect and secure the work so far as is necessary in the opinion of the Manager.

If such suspension is –

- i. Provided for in the contract, or
- ii. Necessary for the proper execution of the services or by the reason of extraneous conditions or by some default on the part of the Contractor, and or
- iii. Necessary for the safety of the services or any part thereof

4.41.2 The Contractor shall not be entitled to the extra costs, if any, incurred by her during the period of suspension of the service, but in the event of any suspension ordered by the Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Manager shall extend the time of service for completion of the services as the Manager may consider proper, having regard to the period or periods of such suspensions and to such compensations as the Manager may consider reasonable in respect of salaries or wages paid by the Contractor to her employees/ workers during the periods of such suspension.

4.41.3 Suspension Lasting More Than 3 Months: If the progress of the services or any part thereof is suspended on the order of the Manager for more than three months at a time, the Contractor may serve a written notice on the Manager requiring permission within 15 days from the receipt thereof to proceed with the service or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the service as an omission of such part or where it affects the whole of the services, as an abandonment of the contract by the Railway.



4.42 Rates for Items of Services

The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc.

4.42.1 Rates for Extra Items of Services: Any additional item of work carried out by the Contractor on the instructions of the Manager which is not included in the accepted Schedules of Rates shall be executed at the rate agreed upon between the Manager and the Contractor before the execution of such items of work.

The Contractors shall be bound to notify the Manager at least seven days before the necessity arises for the execution of such items of works that the accepted Schedule of Rates does not include rate or rates for the extra work involved.

The rates payable for such items shall be decided at the meeting to be held between the Manager and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

4.42.2 Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the services carried out or expenditure incurred by her prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Manager. However, if the Contractor is not satisfied with the decision of the Manager in this respect, she may appeal to the Chief Manager within 30 days of getting the decision of the Manager, supported by analysis of the rates claimed. The Chief Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

4.43 Clearance of Site on Completion

On completion of the services, the Contractor shall clear away and remove from the site all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean to the satisfaction of the Manager. No final payment in settlement of the accounts for the services shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by her, and such clearance may be made by the Manager at the expense of the Contractor in the event of her failure to comply with this provision within 7 days after receiving notice to that effect.

Should it become necessary for the Manager to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal, there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Manager.

4.44 Digital Contract Labour Management System

A comprehensive computerized contract labour management system for creating a database and monitoring attendance is crucial for efficient performance and for safeguarding workers' welfare. This system shall be put in place by the contractor or by Indian Railways, as decided by the Railways and as per the special conditions of contract. Use of this system shall be mandatory in labour intensive service contracts i.e.

housekeeping etc. In other service contracts, a special mention of the applicability of this clause shall be made in the special conditions of the contract.

The important features of the computerized contract labour management system shall be as follows –

- **Database** – Maintenance of certified identification and demographic details for contract workers – A detailed biodata of each contract worker shall be saved in the system with details like – personal, educational, family, hometown, police verification, medical, insurance, PF registration etc.
- **Certified identification** – Identification data issued by Government or reliable agencies like Nation ID (Aadhar Card), Voters ID, driving license, PAN card etc. to be stored in the application.
- **Identity Card generation** – An identity card with details like site, blood group, photographs can be incorporated on the card, along with a colour band based on the category of labour.
- **Biometric details** like – photograph, fingerprint, iris-map to be stored in the system for authentic identification of contract workers. Biometric authorization is a reliable method to curb **Proxy Attendance**.
- **Attendance data** – All entries and exits to be recorded in time and attendance machines – using fingerprints or proxy card. Another attendance in between the entry and final exit can also be recorded, on case by case basis, if deemed necessary.
- **Restricted Entry** – A contract worker can be denied entry on infringement of any vital requirement like expiry of medical or accident Insurance, driving license, contract terms, work permit dates etc.
- **Shift Logic** – The system can be used to manage the shift logic – so that overtime, double shifts if any can be logged in the system and systemic restrictions can be placed to prevent double shifts, unless Railway supervisor approves the request digitally/otherwise.
- **Time sheet generation** – Time sheets shall be generated on a daily, weekly or monthly basis or any other frequency as specified by the Indian Railways.
- **Consumables** – Material issued to or returned by contract worker is recorded in the system, as applicable (optional)
- **Safety, Performance and Labour Law training** – The dates of safety, performance and labour law training to be stored in the system which can raise an alert when a refresher training is due.

In case of Emergency –

- **Who's where** – in case of an emergency and disaster recovery it is important and the application provides the count and location of contract workers.
- **Alerts** - Pre-defined email and SMS alerts, notifications and exception reports can be generated which can be utilized by Railways staff, supervisors etc. to manage service contracts efficiently.



4.45 Environmental Requirements

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

4.46 Data Protection

4.46.1 Where the Contractor is processing Personal Data, as a Data Processor for the Indian Railways, the Contractor shall:

- (a) Process the Personal Data only in accordance with instructions from Indian Railways (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Indian Railways;
- (b) Comply with all applicable laws;
- (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
- (d) Implement appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) Obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- (g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed or processed outside of India without the prior written consent of the Indian Railways
- (h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause
- (i) Ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Railways
- (j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Railways or in compliance with a legal obligation imposed upon the Railways; and

4.46.2 Notify the Indian Railways (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Indian Railways' obligations under the law;

4.46.3 The provision of this clause **4.46** shall apply during the Contract Period and indefinitely after its expiry.

4.47 Intellectual Property Rights

4.47.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, software, patents, patterns, models, designs or other material (the "IP Materials"):

- a) furnished to or made available to the Contractor by or on behalf of the Railways shall remain the property of the Railways; and

b) prepared by or for the Contractor on behalf of the Railways for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Railways;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

4.47.2 The Contractor hereby assigns to the Railways, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 4.47.1 (b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

4.47.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

4.47.4 The Contractor shall ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Contract, grants to the Railways a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Railways an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Railways to sub-licence, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Railways.

This is particularly relevant to any digital contract management system developed for Indian Railways as per clause **4.44**.


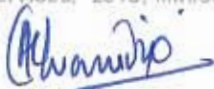
4.47.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Railways harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Railways may suffer or incur as a result of or in connection with any breach of this clause.

4.47.6 The Railways shall notify the Contractor in writing of any claim or demand brought against the Railways for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

4.47.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

- (a) shall consult the Railways on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) shall take due and proper account of the interests of the Railways; and
- (c) shall not settle or compromise any claim without the Railways' prior written consent (not to be unreasonably withheld or delayed).

4.47.8 The Railways shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action



brought against the Railways or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Railways for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

4.47.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Railways and, at its own expense and subject to the consent of the Railways (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or to the substitute Services; or
- (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Railways,

and in the event that the Contractor is unable to comply with sub-clauses (a) or (b) above within twenty Working Days of receipt of the Contractor's notification the Railways may terminate the Contract with immediate effect by notice in writing.

4.47.10 The Contractor grants to the Railways a royalty-free, irrevocable and non-exclusive license (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Railways reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

Sujeeto Kumar

V. VARIATIONS, MEASUREMENT AND PAYMENTS

5.1 Extension of Time

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.



5.1.1 Extension Due to Modification

If any modifications have been ordered which in the opinion of the Manager have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Manager to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

5.1.2 Extension for Delay Not Due to Railways or Contractor

If in the opinion of the Manager, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of these Conditions or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Manager pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Manager or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Manager within 15 days of such happening, but shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Manager to proceed with the services.

The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Manager on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and

the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.



5.1.3 Extension for Delay Due to Railways

In the event of any failure or delay by the Railway, to hand over the Contractor possession of the site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

5.2 Extension of Time for Delay Due to Contractor

5.2.1 The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5.1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Manager may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.



5.2.2 For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.



This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently.

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default.

5.3 Modification to Contract to be in Writing

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no service shall proceed under such modifications until this has been done.

Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

5.3.1 Powers of Modification To Contract: The Manager on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the services or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional service to be done or any services not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.



5.3.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of services.



5.3.3 Valuation of Variations: The variation referred to in Sub-Clause 5.3.2 of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause 5.3.2 above shall be paid for at the rates determined under Clause – 4.42.1 of these Conditions.



5.3.4 Variations in Quantities During Execution of Service Contracts

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts –

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.



3. In cases where decrease is involved during execution of contract –

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.



4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

7. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

8. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers).

5.4 Claims

5.4.1 Monthly Statement of Claims

The Contractor shall prepare and furnish to the Manager once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider herself entitled to and of all extra or additional works ordered by the Manager which she has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.

5.4.2 Signing Of "No Claim" Certificate

The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

5.5 MEASUREMENTS

5.5.1 Quantities in Schedule Annexed to Contract

The quantities set out in the accepted Schedule of Rates with items of works quantified are the estimated quantities of the services and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of her obligations under the contract.

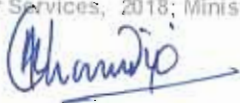
5.5.2 Measurement of Services/ Works

(a) Measurements shall be recorded on the basis of day to day records maintained by way of check list or any other methodology provided in the Bid documents.

(b) The Contractor shall be paid for the works/services at the rates in the accepted Schedule of Rates and for extra services at rates determined under Clause 4.42.1 of these Conditions on the measurements taken by the Manager or the Manager's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Schedule of Rates is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items, the unit of which in the accepted Schedule of Rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Manager shall be proper having regard to the progress of work. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Manager or the Manager's representative) recorded in the official measurements book as an acknowledgement of her acceptance of the accuracy of the measurements.

(c) Failing the Contractor's attendance, the service may be measured up in her absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not she shall have signed the measurement books provided always that any objection made by her to measurement shall be duly investigated and considered in the manner set out as following:

It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Manager or the Manager's representative in the presence of the Contractor or in her absence after due notice has been given to her in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.



(d) If an objection raised by the Contractor is found by the Manager to be incorrect, then the Contractor shall be liable to pay the actual expenses incurred in measurements.

5.6 PAYMENTS

5.6.1 "On-Account" Payments

The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Manager she has executed in terms of the contract. All payments due on the Manager's or the Manager's Representative's certificates of measurements shall be subject to any deductions which may be made under these presents provided always that the Manager may by any certificate make any correction or modification in any previous certificate which shall have been issued by her and that the Manager may withhold any certificate, if the services or any part thereof are not being carried out to her satisfaction.

5.6.2 Rounding Off Amounts



The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs. 1.

5.6.3 On Account Payments Not Prejudicial to Final Settlement

"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

5.6.4 Manner of Payment: The payments would be released in the manner as specified by the Railway Board time to time.

5.6.5. Points to be ensured while Passing the Bills

(a) Railways shall ensure that all relevant records are to be certified by the contractor and the employee nominated by Principal Employer, before passing the bills of the contractor including but not limited to those provided in the Annexures III – XI.



(b) Railways shall ensure that Gross Minimum wages including ESI, PF etc. is paid as per the actuals by the contractor to all workers. In case, if the Contractor fails to pay the gross minimum wages, the same shall be informed to Regional Labour Commissioner.

(c) Railways shall ensure that all the relevant records related to statutory obligations and agreement conditions are submitted by the contractor for claiming monthly bills.



(d) Railways shall upload the details of the contractor online on the Employees' Provident Fund Organisation (EPFO) portal. Every month, Railways may, if required, cross – verify the contractor's monthly statements regarding PF and other contributions from the EPFO's records online.

- e) The contractor is required to provide documentary evidence to show the coverage of all her workers or labour under the schemes mentioned in Clause 6.17 on an annual basis. Upon verification of the records by Railways, payments can be released to the contractor.

5.7 Price Variation Clause (PVC)

The Price Variation Clause is devised as per the composition of an individual work/ service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter.

5.7.1 Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months.* Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation. (*refer to rule 225, General Financial Rules, 2017)

5.7.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as month of opening of bids including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.

5.7.3 Validity: Rates accepted by Railway Administration shall hold good till completion of service contract period and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

5.7.4 Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

5.7.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.

5.7.6 The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) and the higher of the two shall be paid.

a) The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

Component	Percentage	Component	Percentage
(A) Housekeeping Contracts			
Labour Component	70%	Other Material Components	15%
Fuel Component	0%	Fixed Component *	15%
(B) Consultancy Contracts			
Labour Component	80%	Other Material Components	5%
Fuel Component	0%	Fixed Component *	15%
(C) Other Contracts			
Labour Component	35%	Fuel Component	15%
Material Component	35%	Fixed Component *	15%

* It shall not be considered for any price variation.

Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

- Where:**
- L Amount of price variation in Labour
 - M Amount of price variation in Materials
 - F Amount of price variation in Fuel
 - L_C % of Labour Component
 - M_C % of Material Component
 - F_C % of Fuel Component
 - W Gross value of work done (services performed) by 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 contractors (such payment shall be indicated in the contractor's offer)
 - L_B Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
 - L_Q Consumer Price Index Number for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
 - M_B Index Number of Wholesale Prices – By Groups and Sub-Groups: All commodities – as published in the R.B.I. Bulletin for the base period
 - M_Q Index Number of Wholesale Prices – By Groups and Sub-Groups: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
 - F_B Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the base period
 - F_Q Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration



b) In contracts where the number of workforce is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis.

5.7.7 For material portion, the relevant RBI Bulletin (index numbers of wholesale prices in India - by Groups and Sub-groups – Averages) shall be used.

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

5.8 Price Variation During Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

5.8.1 In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract; as the case may be.

5.8.2 In case the indices fall below the indices or minimum wages applicable to the last month of original/ extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract.

5.9 Maintenance of Works contemplated in the Services

Service contracts may have an element of work included to provide services. In such cases the content of this para shall be applicable –

The Contractor shall at all times during the progress and continuance of the service and also for the period of maintenance of Works contemplated in the Service specified, if any in the Bid Form after the date of passing of the certificate of completion by the Manager or any other earlier date subsequent to the completion of the work that may be fixed by the Manager be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the work and shall make good from time to time and at all times as often as the Manager shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the work, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Manager so to do, all losses, damages, costs and expenses they or any of them may

incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of her failure in any respect.

5.9.1 Certificate of Completion of Works contemplated in Service: As soon as in the opinion of the Manager, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The Manager may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Manager and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

5.9.2 Maintenance Certificate: In case maintenance period is specified in the contract, for any part the Contract, it shall not be considered as completed until a Maintenance Certificate shall have been signed by the Manager stating that the works have been completed and maintained to her satisfaction. The maintenance Certificate shall be given by the Manager upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Clause 5.9.1 of these Conditions shall have been completed to the satisfaction of the Manager and full effect shall be given to this Clause notwithstanding the taking possession of or using the works/ services or any part thereof by the Railway.

5.9.3 Contractor Not Absolved By Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause 5.9.1 of this Clause shall not absolve the Contractor from her liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the Bid arising in the opinion of the Manager from materials or quality of workers not in accordance with the drawings or specifications or instruction of the Manager, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Manager be amended and made good by the Contractor at her own cost; and in case of default on the part of Contractor, the Manager may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to her under the contract.

5.9.4 Approval Only by Maintenance Certificate: No certificate other than Maintenance certificate referred to in Clause 5.9.3 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

5.10 Certificate of Completion of Services:

As soon as in the opinion of the Manager, the service has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Manager shall

issue a certificate of completion duly indicating the date of completion. The Manager may also issue such a certificate indicating date of completion with respect to any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Manager. When any such certificate is given in respect of part of a service, such part shall be considered as completed.

5.10.1 Approval Only by Completion Certificate: No certificate other than completion certificate referred to in Clause 5.10 of the Conditions shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Manager nor shall any other certificate conclude or prejudice any of the powers of the Manager.

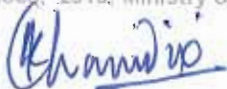
5.11 Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works/ services unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Completion Certificate for service / Maintenance Certificate for works contemplated in service, as the case may be under this clause.

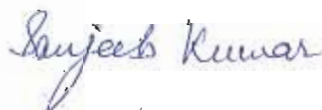
5.12 Unfulfilled Obligations: Notwithstanding the issue of Completion Certificate for service / Maintenance Certificate for works contemplated in service as the case may be the Contractor and (subject to Clause 5.11) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Completion Certificate for service / Maintenance Certificate for works contemplated in service which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

5.13 Final Payment

On the Manager's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Manager or the Manager's representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of these Conditions shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Manager either a full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Manager having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

5.13.1 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers,







abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.

5.13.2 Production of Vouchers etc. by the Contractor: For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for examination by the Manager any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Manager on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required to prove to the Manager, that materials supplied by her, are in accordance with the specifications laid down in the contract.

5.13.3 If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 4.5 of the General Conditions of Contract), the Manager shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to her inspection.

5.13.4 The obligations imposed by Sub Clause 5.13.2 & 5.13.2 is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

5.13.5 Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter se.

VI. LABOUR LAWS AND RELATED OBLIGATIONS

6.1 Independent Contractor

6.1.1 The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Railways or the Govt. of India/ State simply by virtue of work performed pursuant to this Contract.

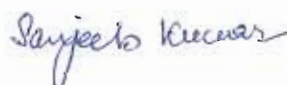
6.1.2 To ensure compliance of labour laws in a service contract the bidder shall be disqualified for consideration of award of the bid if she/they have been levied with a penalty for violation of labour laws for three times in the last two years (from the date of opening of tender) by the appropriate enforcing agency like the Labour Commissioner etc.

The declaration to this effect shall be furnished by the bidder as a part of his bid document. A format in this regard shall be made a part of the bid document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extant rules.

6.1.3 Indian Railways may also undertake measures, as decided by competent authority, to ensure labour welfare for contract workers, as deemed fit, such as:

- a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc.
- b) Provision for recording anonymous complaints from workers, citizens etc. regarding violation of labour laws by Contractor

6.1.4 The Railways shall ensure that the contractor shall pay the wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor will be required to submit every month, documentary evidence in the form of Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so will entail in Indian Railways taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.





6.2 Legal Obligations

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

6.3 Labour Law Awareness

6.3.1 The contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third Party agency for the awareness of labour laws, grievance redressal mechanism and other provisions applicable to her staff, workers, labour employed by her directly or indirectly in service of the Railways. The contractor must submit relevant documentary proof to Railways of having conducted such a training to all workers.

6.3.2 The contractor must provide a comprehensive booklet (that is approved by Indian Railways) containing all the relevant updated labour legislations, rules and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.

While all the laws mentioned in **Clause 6.2** are applicable to labour, some of the statutory provisions of the key legislations are provided as follows –

6.4 Provisions of Contract Labour (Regulation and Abolition) Act, 1970/ Rules 1950

6.4.1 The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also

indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

6.4.2 The registration of the principal employer and the establishment shall be ensured before the commencement of the contract.

6.4.3 Contractors employing more than 20 workers shall obtain License from the Asst. Labour Commissioner before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

6.4.4 The Contractor shall send half yearly return in **Form XXIV** (in duplicate), provided in **Annexure VIII** to Indian Railways and to the Licensing Officer, so as to reach the Railways and Licensing Officer concerned not later than 30 days from the close of the half year. (Half year for the purpose of this rule means "a period of 6 months commencing from 1st January and 1st July of every year).

6.4.5 The Contractor shall pay to the labour employed by her directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by her.

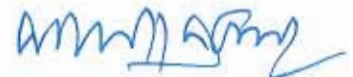
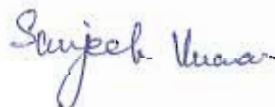
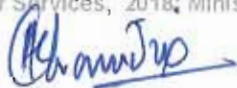
6.4.6 In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

6.4.7 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a worker employed by the Contractor or her sub-contractor in execution of the work or to incur any expenditure on account of the contingent liability of the Railway, due to the contractor's failure to fulfill her statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act.

The Railway shall be at liberty to recover such amount or part thereof by deducting it from any sum due by the Railway to the contractor whether under the contract or otherwise.

The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon her giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

6.4.8 The actual area of working i.e. Station/Colony shall be registered with the regional, central labour commission office.



6.4.9 Principal Employer & Duties

6.4.9.1 Principal Employer is:

- (a) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf,
- (b) in any other establishment, any person responsible for the supervision and control of the establishment.


6.4.9.2 Duties of Principal Employer: It is the duty of the Principal Employer to ensure the amenities as described below under Sections 17, 18, 19 of the Act, shall be provided by the Contractor within the prescribed time limit. Otherwise, such amenities shall be provided by the Principal Employer and the necessary deductions shall be made to the extent facilities provided. (Section 20).

6.4.10 Contractor's Responsibilities: The following provisions shall be made by the contractor under the law-

- (a) **Canteen** – The necessary refreshment stalls shall be provided for the workers where the workforce is more than 100 by the Contractor (section 16).
- (b) **Rest Rooms** – Provision of rest rooms is essential wherein the labour is required to halt at night in connection with the work (section 17)
- (c) **Drinking Water & Sanitation** – Provision of wholesome drinking water/ urinals/ washrooms/washing facilities/supply of dungaree cloth, soap solution, coconut oil etc. shall be ensured to the contract labour (Section 18).

Contractor shall permit inspection of all drinking water and sanitation arrangements at all times by the Manager, the Manager's Representative or the Medical Staff of the Railway.

Should the contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the Contractor.

-  (d) **First Aid Facilities** – Provision of First Aid facility shall be provided and maintained by the contractor during all working hours. The first aid box shall be equipped with prescribed contents as **provided in Annexure XVI** at the working place. (Section 19) First aid boxes shall be provided and maintained so as to be readily assessable during all working hours at the rate of not less than 1 box for 150 contract labour or part thereof ordinarily employed.

6.4.11 Payment of Wages:

- (a) The responsibility for payment of wages lies with the contractor (Section 21) who shall be responsible for payment of wages to each worker employed by her as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.

(b) Every Principal Employer shall nominate a representative duly authorized by her to be present at the time of Disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.

(c) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the Principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor.

(d) **The Minimum Rate of Wages for all Workers as notified by Regional Labour Commissioner shall be paid through Nationalized Banks.**

(e) The Contractor shall ensure the Bank remittance of salaries for all her employees and necessary documents in this connection shall be furnished to the Railways for claiming monthly bills.

(f) In case of revision of rates of minimum wages, the contractor must also submit documents regarding revision notifications of Minimum wages (Wages and VDA) and proof of payment to the labour with revised rates.

(g) Date of payment of wages to workers by the Contractor must be as follows-

Employees less than one thousand (1000)	Employees more than one thousand (1000)
Before expiry of the seventh (7) day after the last day of wage period	Before the expiry of tenth (10) day after the last day of wage period

(h) Any worker terminated by the contractor, the wages earned by the worker shall be paid before expiry of second working day from the day on which their employment is terminated.

(i) All payments of wages shall be made on a working day at the work place and during the working hours. Final payment shall be made within 48 hours of the last working day.

(j) **Deductions:** Wages shall be paid without any deductions of any kind except those specified by the state government and permissible under the payment of wages act 1936

6.5 Minimum Wages Act, 1948/ Rules 1950

The Contractor shall be responsible for ensuring compliance with the provision of the *Minimum Wages Act, 1948* (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors or sub- contractors employed by her/them.

Following are the salient features of the Minimum Wages Act, 1948 for which the **contractor shall produce a certificate of compliance which shall be verified by the railway manager and placed on record.**

Chandis

Sujeet Haas

Amritham

6.5.1 Wages to Labour:

- (a) The Contractor shall display of Notices in English and Hindi/Local vernacular language in the workplace and other wise make all workers aware regarding the minimum rates of wages fixed, hours of work, wage period, abstract of laws & rules made there under, date & place of payment, Name, address & contact details of the Labour Enforcement Officer.
- (b) The contractor shall maintain the Register of Muster Roll, Register of Wages (Form XVII as provided in the Annexure VI), Register of Fines, Register of deductions for damages/loss, Register of Overtime at the workplace in the prescribed formats under the law.
- (c) The contractor shall issue monthly wage slips as per **Form XIX provided in Annexure VII** to all workers showing the details of the gross wages, deductions if any and the net wages.
- (d) The Contractor shall submit Annual Return in the prescribed form to the concerned Labour Enforcement Officer (Central).

6.5.2 Proof of Payment of Wages: Bank remittance of salaries of all the Contractor's workers and to produce the documents to the effect to Railways for claiming monthly bills.

6.5.3 Weekly Rest: The contractor shall also provide weekly rest on staggered basis to all workers and comply with all other provisions of the law.

6.6 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the services/works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Manager whether in connection with the works to be executed hereunder or otherwise for the purpose of the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Manager shall be deemed to be moneys payable by the Manager on behalf of the Contractor and the Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

6.7 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Paras 3 & 4 of Employees' Pension Scheme, 1995;

and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

6.7.1 Employees' Provident Fund Scheme, 1952

6.7.1.1 Payment of Contributions

(a) The employer shall, in the first instance, pay both the contribution payable by herself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by her directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the member's contribution).

(b) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.

(c) It shall be the responsibility of the principal employer to pay both the contribution payable by herself in respect of the employees by or through a contractor and also administrative charges.

Explanation: For the purposes of this paragraph, the expression "administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix.}

6.7.2 Employees' Pension Scheme, 1995

Para 3 (1): From and out of the contributions payable by the employer in each month under Section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (i) of Section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 per cent of the Employee's pay shall be remitted by the employer to the Employees' Pension fund within 15 days of the close of every month by a separate bank draft or cheque on account of the Employees' Pension Fund contribution in such manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

Para 3(2): The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and credit the contribution to the Employees' Pension Fund:

Para 4: Payment of Contribution:

(a) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by her directly or by or through a contractor.





(b) It shall be the responsibility of the Principal employer to pay the contributions payable to the Employees' Pension Fund by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

6.7.3 Employees' Deposit Linked Insurance Scheme, 1976

6.7.3.1 Contribution (Para 7 & 8):

(a) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of Section 6-c of the Act, shall be calculated on the basis of the basic of the basic wages, dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

Provided that where the monthly pay of an employee exceeds fifteen thousand rupees, the contribution payable in respect of her by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of fifteen thousand rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

(b) The contribution by the employer shall be remitted by her together with administrative charges at such rate as the Central Government may fix from time to time under sub-section 4 of Section 6-c of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.

(c) It shall be the responsibility of the employer to pay the contribution payable by herself in respect of the employees directly employed by her and also in respect of the employees employed by or through a contractor.

6.7.3.2 Reporting of Accidents to Labour: The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by her on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Manager or the Manager's Representative and shall make every arrangement to render all possible assistance.

6.7.3.3 Duties of Contractors : With reference to the provisions of Clause 6.7 above, it shall be the primary duty of the employer (contractor) to ensure compliance with the provisions of the said Acts. Every contractor shall, within seven days of the close of every month (or any other period specified by the Railways), submit to the principal employer a documentary proof of having complied with the aforementioned Acts (as applicable) which shall be mandatory before the on account bills are cleared.

The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub – Contractors on the works/ services.



6.7.3.4 Duties of Indian Railways

Indian Railways shall upload the details of all the contractors under their employ on the EPFO portal online in order to ensure compliance of the contractor with the labour laws and rules implemented by the Employees' Provident Fund Organisation.

6.8 Provisions of Workmen's Compensation Act

6.8.1 This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident.

6.8.2 It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting into total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3). The amount of compensation is as per the Section 4 of the Act.

6.8.3 The contractor shall accept liability for compensation in accordance with the provisions of the Workmen's' Compensation Act, 1923 or any statutory modification thereof for the time being in force in respect of the persons employed by her/ him.

6.8.4 In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the **Workmen's Compensation Act 1923**, Railway is obliged to pay compensation to a worker directly or through petty contractor or subcontractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from any sum due by Railway to the Contractor.

6.9 The Maternity Benefit Act, 1961

The Maternity Benefit Act 1961 will be applicable to the contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors. While the entire act is applicable, the following provisions must be given special regard.

6.9.1 Employment of, or work by, women prohibited during certain periods (Section 4)

(a) Without prejudice to the provisions of section 6, no pregnant woman shall, on a request being made by her in this behalf, be required by her employer to do during the period specified in sub-section (4) any work which is of an arduous nature or which involves long hours of standing, or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.

(b) The period referred to in sub-section (3) shall be –

- i. the period of one month immediately preceding the period of six weeks, before the date of her expected delivery;
- ii. any period during the said period of six weeks for which the pregnant woman does not avail of leave of absence under section 6.

(Signature)

Sanjeev Kumar

(Signature)

6.9.2 Right to payment of maternity benefits (Section 5) –

(a) Subject to the provisions of this Act, every woman shall be entitled to, and her employer shall be liable for, the payment of maternity benefit at the rate of the average daily wage for the period of her actual absence, that is to say, the period immediately preceding the day of her delivery, the actual day of her delivery and any period immediately following that day.

(b) The maximum period for which any woman shall be entitled to maternity benefit shall be twenty six weeks of which not more than eight weeks shall precede the date of her expected delivery.

6.9.3 Dismissal during absence of pregnancy (Section 12)

(a) The contractor shall not dismiss or discharge a woman on the account of being pregnant any time during the contract period.

(b) When a pregnant woman absents herself from work in accordance with the provisions of this Act, it shall be unlawful for her employer to discharge or dismiss her during or on account of such absence or to give notice of discharge or dismissal on such a day that the notice will expire during such absence, or to vary to her disadvantage any of the conditions of her service.

(c) The discharge or dismissal of a woman at any time during her pregnancy, if the woman but for such discharge or dismissal would have been entitled to maternity benefit or medical bonus referred to in section 8, shall not have the effect of depriving her of the maternity benefit or medical bonus.

6.10 The Sexual Harassment of Women at the Workplace (Prevention and Redressal) Act, 2013

6.10.1 The contractor must set up an internal complaints committee in accordance to the Act for the redressal of sexual harassment at the workplace for all the workers under her employ. The contractor's staff, workers, labour employed directly or indirectly through sub-contractors or petty contractors will also be able to approach the Railways' Internal Complaints Committee set up under the Act to file a complaint of sexual harassment. In the absence of such a committee already in place, the person responsible for the management, supervision and control of the workplace at Railways will be required to constitute a committee according to the Act.

6.11 Safai Karmachari Act, 1993

6.11.1 The National Commission for the Safai Karamacharis was constituted under this Act to promote and safeguard the interests/rights of Safai Karamacharis.

6.11.2 The guidelines and instructions issued by National Commission for Safai Karmachari, Govt. of India shall be complied with by the contractor. The National Commission under this Act have the Constitutional Provisions/Rights to investigate any specific grievances of Safai Karmacharis. Hence, it is the duty of the Contractor to comply the provisions under this Act.

5.12 Child Labour (Prohibition and Regulation) Act, 1986

Provisions of Child Labour (Prohibition and Regulation) Act, 1986 along with its latest amendments would be binding on the contractor.

6.12.1 Non-Employment of Labour below the Age of 18: The Contractor shall not employ anyone below the age of 18 as labour directly or through petty contractors or sub-contractors for the execution of work.

6.13 Apprentices Act, 1961

6.13.1 The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by her for the purpose of carrying out the Contract.

6.13.2 If the contractor directly or through petty contractors or sub-contractors fails to do so, their failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and/or the cost of works is rupees one lakh or more.

6.14 Miscellaneous Provisions

6.14.1 Railway Not to Provide Quarters for Contractors

(a) No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of their staff employed on the work.

(b) In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment therein as well as charges for electricity, water supply and conservancy.

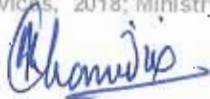
6.14.2 Labour Camps and Provisions for Workers

(a) The Contractor shall at her own expense make adequate arrangements for the housing, supply of drinking water and provision of clean sanitation including urinals etc. for her staff and workers, directly or through the petty contractors or sub-contractors

(b) The Contractor shall also make provision for temporary creche (Bal-mandir) where 50 or more workers are employed at a time.

(c) Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway.

(d) All camp sites shall be maintained in clean and sanitary conditions by the Contractor at her own cost.





6.14.3 Preservation of Peace

(a) The Contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of work/services.

(b) In the event of the Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of service contract, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

6.14.4 Treatment of Contractor's Staff in Railway Hospitals

(a) In times of emergency or due to lack of availability of medical care, the Contractor's labour and their families will be granted free treatment in Railway Hospitals and dispensaries.

(b) However, the cost incurred for such treatment of the Contractor or her labour including the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation etc. may be recoverable from the Contractor in such cases.

(c) In all other circumstances, the Contractor and their staff, their labour and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly.

6.14.5 Medical Facilities at Site

The Contractor shall provide medical facilities at the site as may be prescribed by the Manager on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workers.

6.14.6 Railway Schools for Contractor's Staff

During the contract period, the contractor, her staff/ employees, workers or any labour employed through sub-contractor or petty sub-contractors, can approach the Railway School in the vicinity of the site of work, for admission of their wards, which will be granted at the sole discretion of the Railways.

6.14.7 Use of Intoxicants

The contractor or her staff or any labour employed through sub-contractors or petty contractors, shall be prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on site or near the site or in any of the trains, stations, buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of her/ his employees. The Contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

6.14.8 Restrictions on the Employment of Retired Managers of Railway Services within One Year of their Retirement

The Contractor shall not, if she is a retired Government Manager of Gazetted rank, herself engage in or employ or associate a retired Government Manager of Gazetted rank, who has not completed one year from the date of retirement, in connection with this

contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit earnest money deposit (EMD) and performance guarantee (PG) of the contract

6.15 Medical Certificate of Fitness for Labour

The contractor shall not employ a person below 18 years of age. For the purpose of execution of work/ services under the contract, unless a medical certificate of fitness in the prescribed form (**Proforma at Annexure-VIII**) granted to each worker by a certifying surgeon certifying that she is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by her in this behalf and the person carries with her, while at work, a token giving a reference to such certificate.

6.15.1 Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in her opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, she shall, if so required by the person concerned, state her reasons in writing for doing so.

6.15.2 Medical Re-Examination of Labour: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, she may serve on the Contractor, or on the person nominated by her/him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless she has been medically examined and certified that she has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:

(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon must be a medical officer in the service of State or Municipal Corporation.

6.16 Police Verification of Labour employed by Contractor

The contractor is required to submit Police Verification certificates for all contractual staff that she/he will be hiring for delivery of services for Indian Railways. The format for the same is provided in the **Annexure XI**.



Sanjeeb Kumar





6.17 Mandatory Compliance of Government Schemes

The contractor must ensure and provide documentary evidence for the following –

6.17.1 All the workers or labour employed directly or indirectly by the contractor must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card.

6.17.2 All the workers or labour employed directly or indirectly by the contractor between the ages 18 – 70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which will be a one year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

6.17.3 All the workers or labour employed directly or indirectly by the contractor between the ages 18 – 50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which will be a one year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor will be responsible to pay the premium per annum per member for all her workers during the contract period.

6.17.4 The contractor must submit documentary evidence to show the coverage of all her workers or labour under the above mentioned schemes at all times during the contract period on an annual basis.



VII. DETERMINATION OF CONTRACT

7.1 Right of Railway to Determine the Contract

The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and/ or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

7.2 Payment on Determination of Contract

Should the contract be determined under clause 7.1 and the Contractor claims payment for expenditure incurred by her in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

7.3 No Claim on Compensation

The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which she might have derived from the execution of the work in full but which she did not derive in consequence of determination of contract.

7.4 Determination of Contract Owing to Default of Contractor

If the Contractor should –

- (a) Become bankrupt or insolvent, or
- (b) Make an arrangement with of assignment in favour of her creditors, or agree to carry out the contract under a Committee of Inspection of her creditors, or
- (c) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (d) Have an execution levied on her goods or property on the services, or
- (e) Assign the contract or any part thereof otherwise than as provided in Clause 4.5 of these Conditions, or
- (f) Abandon the contract, or
- (g) Persistently disregard the instructions of the Manager, or contravene any provisions of the contract, or
- (h) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (i) Have been imposed with maximum cumulative penalty as per Clause 4.17.1, or

- (j) Fail to remove materials from the site or to pull down and rectify service wherever applicable after receiving from the Manager notice to the effect that the said materials or
- (k) Have been condemned or rejected under Clause 4.25, 4.27 and 4.28 of these Conditions, or
- (l) Fail to take steps to employ competent or additional staff and labour as required under Clause 4.26 of the Conditions, or
- (m) Fail to afford the Manager or Manager's representative proper facilities for inspecting the services or any part thereof as required under Clause 4.29 of the Conditions, or
- (n) Promise, offer or give any bribe, commission, gift or advantage either herself or through her partner, agent or servant to any officer or employee of the Railway or to any person on her or on their behalf in relation to the execution of this or any other contract with this Railway.
- (o) At any time after the Bid relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admits as one of its partners or employees under it, or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever, any retired officer of the Gazetted rank or any other retired Gazetted officer working before her retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such officer, unless such officer has obtained permission from the President of India or any officer duly authorised by her in this behalf, to become a partner or a director or to take employment under the contract as the case may be, or
- (p) Fail to give at the time of submitting the said bid:
 - (i) The correct information as to the date of retirement of such retired officer from the said service, or as to whether any such retired officer was under the employment of the Contractor at the time of submitting the said Bid, or
 - (ii) The correct information as to such officers obtaining permission to take employment under the Contractor, or
 - (iii) Being a partnership firm, the correct information as to, whether any of its partners was such a retired officer, or
 - (iv) Being in incorporated company, correct information as to whether any of its directors was such a retired officer, or
 - (v) Being such a retired officer suppress and not disclose at the time of submitting the said Bid the fact of her being such a retired officer or make at the time of submitting the said Bid a wrong statement in relation to her obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor.

Then and in any of the said clause, the manger on behalf of the Railway may serve the Contractor with notices stipulated in the clauses 7.4.1, 7.4.2 & 7.4.3.



7.4.1. Performance Notice

- (a) In the event of the above and in any of the said clauses, the Manager on behalf of the Railway may serve the Contractor with a Performance notice as per **Annexure-XII**

(Signature)

Sanjeet Kumar

(Signature)

in writing to the effect to make good the default as well as initiation of bidding process for the balance service.

- (b) Railways reserves the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.
- (c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
- (d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice as per **Annexure-XIII**. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2.



4.2. Seven Days' Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days' notice as per **Annexure-XIV**, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).



7.4.3. Termination Notice

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice as per **Annexure - XV** shall be issued.

7.5 Right Of Railway After Rescission Of Contract Owing To Default Of Contractor

In the event of any or several of the courses, referred to in clause 7.4.3, being adopted:

7.5.1. The Contractor shall have no claim to compensation for any loss sustained by her by reason of her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

7.5.2. The Manager or the Manager's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

7.5.3. The Manager shall as soon as may be practicable after removal of the Contractor fix and determine *ex parte* or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.

VIII. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES

8.1 Matters Finally Determined by the Railways

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses **3.5, 4.13, 4.22.4, 4.41.1, 5.4.2, 5.5.2. (c), 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, and 7.4 and sub clauses thereof** of General Conditions of Contract for Services or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

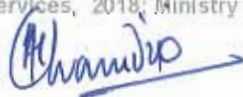
8.2 Demand for Arbitration

8.2.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63 of these Conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.



8.2.1.1 (a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

(b) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure XII of these conditions.







8.2.2 (a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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

8.2.4 If the contractor(s) does/do not prefer her/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, She/they will be deemed to have waived her/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

8.3 Obligation During Pendency Of Arbitration

8.3.1 Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

8.4 Appointment of Arbitrator :

8.4.1 Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.



(a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

(b) In cases not covered by the Clause 8.4.1 (a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to

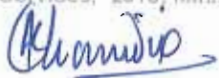
General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

8.4.2 Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

8.4.3 (a) : If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform her functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in her/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

8.4.3.1 (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.



Sujeet Kumar





(c) Qualification of Arbitrator(s): (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (c) Age of arbitrator at the time of appointment shall be below 70 years. (i) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub-Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 above, due care shall be taken that she/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

(d) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award. (iii) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

8.4.4 In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

8.4.5 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

8.4.6 (a) The cost of arbitration shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the prescribed format after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time. (ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.

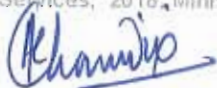
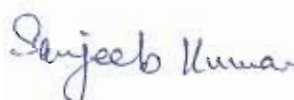
8.4.7 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

Annexure I

Bid Evaluation – Technical Criteria (Sample)

The following criteria are merely indicative and provided for illustrative purposes only.

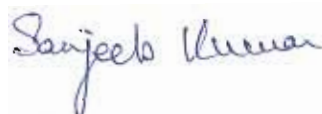
S. No.	Weightage	Technical Criteria	Documentation	Scoring
1	20%	<p>Previous Work Done</p> <p>The bidder shall submit documents related to completed/ on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein</p>	<p>-- Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ on-going similar service contracts with satisfactory performance</p>	<p>Scoring Method;</p> <p>For each completed/ on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under:</p> <p>1 project > 80%, 2 projects >50% or 3 or more projects > 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under:</p> <p>1 project > 50% or 2 projects > 40% of the advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under: 1 project > 40% value completed</p> <p>No marks if all projects < 40% value completed.</p> <p>Deduction for Percentage penalty imposed in the respective completed / on-going similar</p>


S. No.	Weightage	Technical Criteria	Documentation	Scoring
				service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.
2	35%	Turnover (in last three and current Financial Year) (Less than 1.5 times the value of work is not eligible)	A per audited balance sheet certified by the CA.	(a) 100 marks - More than 25 times advertised value of work (b) 70 marks - 10 - 25 times advertised value of work (c) 50 marks- 5 - 10 times advertised value of work (d) 30 marks-1.5 - 5 times advertised value of work
3	20%	Number of years in operations (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc as	(a) 100 marks- More than 8 years (b) 80 marks - 5- 8 years (c) 60 marks - 2- 5 years (d) 40 marks- 1-2 years

S. No.	Weightage	Technical Criteria	Documentation	Scoring
			proof of operation. Years shall be counted from the date of agreement of the work.	
4	25%	Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.	(a) 100 Marks if the Bidder's workforce on roll is greater than 3 times of the total workforce required in this Bid. (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. (c) No marks if workforce on roll deployed is less than the total workforce required in this Bid





ANNEXURE - II

BID FORM (First Sheet)_____**RAILWAY**

Tender No. _____

Name of Work _____

To,

The President of India,

Acting through the _____

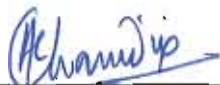
_____**Railway**

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of _____ 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". I/We offer to do the work for _____ Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the Bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs. _____ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid 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; and
 - b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid 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/ service.

Signature of Bidder/s

Date

Address.....





BID FORM (Second Sheet)

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

- (a) Bid forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Manager, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

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

3. The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of _____ Railway as applicable to _____ Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.

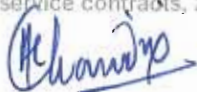
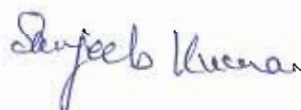
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.

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

6. **Earnest Money:**

(a) The bid must be accompanied by a sum of Rs. _____ as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

(b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended


further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, 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 bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Rights of the Railway to Deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

9. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

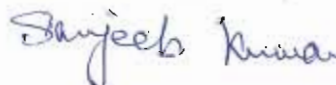
10. Bidder's Credentials: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. For Manual Bidding:

Bid must be enclosed in a sealed cover, superscripted "Bid No. ____" and must be sent by registered post to the address of _____ Railway so as to reach her / their office not later than ____ Hours on the _____ or deposited in the special box allotted for the purpose in the office of _____ Railway. This Special box will be sealed at ____ hours on _____. The Bid will be opened at ____ hours on the same day. The Bid papers will not be sold after ____ hours on _____.

13. For e- bidding: Relevant guidelines should be followed.







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

15. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

16. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. 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 bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

17. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) 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 she/they be partner(s) of the firm or any other person specifically authorising her/them 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 "No Claim Certificate" and refer all or any disputes to arbitration.

17.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

17.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.

(b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s)







preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.

(d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

17.3 If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

17.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

17.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

18. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

Sarjeet Kumar

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the _____ Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

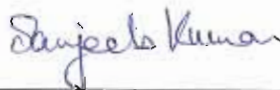
(Signature)

Signature of Bidder(s)

(Designation)

Date _____

_____ Railway



BID FORM (Third Sheet)

Name of Work/Service: _____

SCHEDULE OF RATES AND QUANTITIES

S. No.	Item No.	Description of Item of Work/Service	Approximate Quantity	Unit	Rates per unit in Figures and Words	Amount (Rs.)
1	2	3	4	5	6	7

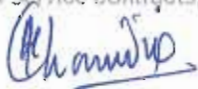
The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

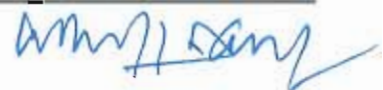
I/We undertake to do the work at _____ % above/below the Schedule of Rates of the _____ Railway at the rates quoted above for each item (wherever percentage rates are not invited kindly see note given below)

Dated _____

Signature of the Bidder(s)

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







CONTRACT AGREEMENT OF SERVICES

_____ RAILWAY

Contract Agreement No. _____

Dated _____

ARTICLES OF AGREEMENT made this ___day of _____ 20___ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the Services_(Name of work)_set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20___ and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said services 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 services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature)	-----	Signature	-----
Contractor	-----	Railway	<u>Designation</u>
			(For President of India)
Address	-----	Address	-----
	-----		-----
Date	-----	Date	-----

(Signature) *Sejeb Kumar* *(Signature)*

Annexure - IV

Form XIV (See Rule 76)

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Employment Card

Name and address of contractor.....

Name and address of Establishment in/ under which contract is carried on.....

Name of work and location of work

Name and address of Principal
Employer

1. Name of the worker
2. S. No. in the register of workers employed
3. Nature of employment/Designation
4. Wage rate (with particulars of unit in case of piece-work)
5. Wage period
6. Tenure of employment
7. Remarks
.....

Signature of Contractor



Form XV (See Rule 77)

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Service Certificate

Name and address of contractor.....

Name and address of Establishment in/under which contract is carried on.....

Nature and location of work.....

Name and address of the worker.....

Name and address of Principal Employer.....

Age or date of birth.....

Identification Marks.....

Parent's/Spouse's name.....

Sl.	Total period for which employed for		Nature of work done	Rate of wage (With particular of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature.....

Annexure – VI

Form XVII [See Rule 78(1) (a) (i)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Register of wages

Name and address of contractor.....

Name and address of Establishment in/under which contract is carried on.....

Nature and location of work.....

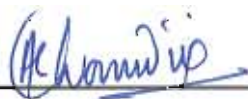
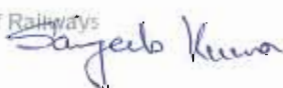
Name and address of principal employer.....

Wage Period: Monthly

Sl No.	Name of Worker	Serial No. in the register of workers	Designation/nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

Amount of wages earned

Basic wages	Dearness Allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any, (indicate nature)	Net amount paid	Signature/Thumb impression of worker	Initial of Contractor of her representative


Form XIX [See Rule 78(1)(b)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Wage Slip

Name and address of contractor.....

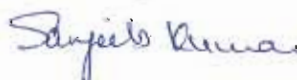
Name of Worker.....

Name of Parent/ Spouse of the worker.....

Nature and location of work.....

For the week/ fortnight/ month ending.....

1. No. of days worked.....
2. No. of units worked in case of piece rate workers.....
3. Rate of daily wages/piece rate.....
4. Amount of overtime wages.....
5. Gross wages payable.....
6. Deductions, if any.....
7. Net amount of wages paid.....

Signature of the contractor or their
representative

Annexure – VIII



FORM XXIV [See Rule 82(1)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Return to be sent by the Contractor to the Licensing Officer

(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)

Half-Year-Ending.....

1. Name and address of the Contractor ..
2. Name and address of the establishment
3. Name and address of the Principal employer
4. Duration of Contract: From to.....
5. No. of days during half year on which-
 - (a) the establishment of the Principal employer had worked
 - (b) the contractor's establishment had worked... ..
6. Maximum number of contract labour employed on day during the half year-

Men	Women	Children	Total
7. (i) Daily hours of work and spread over-
 - (ii) (a) whether weekly holiday observed and on what day-

(b) If so, whether it was paid for-

(iii) No. of work hours (man-hours) of overtime worked

8. No. of work-days (man-days) worked by -

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

9. Amount of wages paid -

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

10. Amount of deduction from wages, if any-

<i>Men</i>	<i>Women</i>	<i>Children</i>	<i>Total</i>
------------	--------------	-----------------	--------------

11. Whether the following have been provided -

- | | | | |
|----------------------|----|----|----|
| (i) Canteen | .. | .. | .. |
| (ii) Rest-Room | | .. | .. |
| (iii) Drinking water | | .. | .. |
| (iv) Creches | .. | .. | .. |
| (v) First-Aid | .. | .. | .. |

(If the answer is 'yes' state briefly standards provided)

Place

Signature of Contractor

Date



FORM XXV

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971

Annual Return of Principal Employer to be sent to the Registering Officer

(Every principal employer of a registered establishment shall send annually a return in Form XXV (in duplicate) so as to reach the Registering Officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31st December

1. Full name and address of the Principal Employer.
2. Name of Establishment:
 - (a) District
 - (b) Postal Address
 - (c) Nature of operation/industry/work carried on.
3. Full name of the Manager or person responsible for supervision and control of the establishment.
4. Number of Contractors who worked in the establishment during the year (Give details in Annexure).
5. Nature of work/operations on which contract labour was employed.
6. Total number of days during the year on which contract labour was employed.
7. Total number of work-days (man-days) worked by contract labour during the year.
8. Maximum number of workers employed directly on any day during the year.
9. Total number of days during the year on which direct labour was employed.
10. Total number of work-days (man-days) worked by directly employed workmen.
11. Change, if any, in the management of the establishment, its location, or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.

Principal Employer

Place

Date

ANNEXURE TO FORM

Name and Address of the Contractor	Period of contract From -To	Nature of work	Maximum number of workers employed by each contractor	No. of days worked	No. of workdays (man-days) worked
1	2	3	4	5	6

FORM-XI {See rule 223 (c)}

The Contract Labour (Regulation & Abolition) Central Rules, 1971

Certificate of Medical Examination

1. Certificate Serial No.....
Date.....
2. Name
- Identification marks: (1)
- (2)
3. Parent's Name
4. Sex.....
5. Residence.....son/daughter of.....
6. Date of birth, if available and/or certificate age.....
7. Physical Fitness

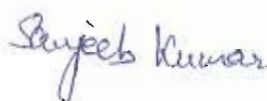
I hereby certify that I have personally examined (name) son/daughter of residing atwho is desirous of being employed in manual work and that his/her age as nearly as can be ascertained from my examination is years and that he/she is fit for employment in as an adult/adolescent.

8. Reason for -
- (1) refusal of certificate _____
- (2) certificate being revoked _____

Signature/ Left hand
Thumb impression of worker

Signature with Seal
Medical Inspector/CMO

- Note** - 1. Exact details of cause of physical disability should be clearly stated.
2. Functional/ productive abilities should also be stated if disability is stated.


ANNEXURE - XI

POLICE VERIFICATION

PHOTO

(of applicant,
signed by
contractor)

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

Declaration (by applicant):

I certify that the following information is correct and complete to the best of my knowledge and belief.

Police Certification:

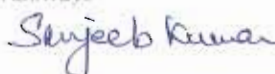
The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of
Authorized signatory with stamp




Registered Acknowledgement Due

PERFORMANCE NOTICE

_____ RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the service / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of General Conditions of Contract to commence the service/ to make good the default, failing which further action will be taken as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issuey of this notice.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India



Annexure - XIII

Registered Acknowledgement Due

REVOCATION OF PERFORMANCE NOTICE

_____ RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

1. Your attention is invited to this performance notice issued by this office/Chief Manager's office vide letter no. _____, dated _____.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

ANNEXURE - XIV

Registered Acknowledgement Due



7 DAYS NOTICE

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

1. Performance Notice notice under Clause 7.4 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XV



Registered Acknowledgement Due

TERMINATION NOTICE
RAILWAY

(Without Prejudice)

No. _____

Dated: _____

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

Seven days (7 days) notice was given to you under this office letter of even no., dated _____ but your performance has not improved/ you have taken no action to commence the services /improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

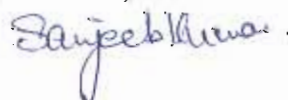

FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR

Sl. No.	Item	Workers do not exceed 50	Workers exceed 50
		Qty.	Qty.
1.	Small sterilized dressings	6	12
2.	Medium size sterilized dressings	3	6
3.	Large size sterilized dressings	3	6
4.	Large size sterilized burn dressings	3	6
5.	Packets sterilized cotton wool(15gms)		6
6.	Iodine bottle	1 (30ml)	1(60ml)
7.	Bottle containing salvolatile having the dose and mode of administration indicated on the label	1 (30ml)	1(60ml)
8.	Adhesive plaster roll		1
9.	Snake bite lancet	1	1
10.	Bottle of Potassium Permanganate crystals	1(30gms)	1(30gms)
11.	Pair of scissors	1	1
12.	First Aid leaf let	1	1
13.	Aspirin Tablets	1(100(each of 5 grains))	1(100(each of 5 grains))
14.	Ointment for burns	1	1
15.	Anti-septic solution	1	1

Annexure – XVII

REGISTER OF CORRECTION SLIPS

Correction Slip		Reference			Date of Receipt	Initials of person in charge of book
No.	Date	Page	Item	Subject		


भारत सरकार **GOVERNMENT OF INDIA**
रेल मंत्रालय **MINISTRY OF RAILWAYS**
रेलवे बोर्ड **RAILWAY BOARD**

No. 2018/Trans/01/Policy

New Delhi, dated: 17.10.2018

The General Manager, All Indian Railways/PUs, NF(C), CORE
The DG/RDSO/Lucknow
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela

Sub: Corrigendum Slip No 1 to Model SOP 2018

1. Vide Railway Board letter No 2018/Trans/01/Policy dated 24.07.2018 Model SOP 2018 was issued. Corrigendum Slip No 1 to Model SOP 2018 approved by Board (MT, FC & CRB) is enclosed for necessary action.
2. This issues with the concurrence of Associate Finance of Transformation Cell.

Kindly acknowledge receipt and ensure compliance.

DA - Corrigendum Slip No 1 to Model SOP 2018


(Jeetendra Singh)
Executive Director/Transformation

No. 2017/Trans/01/Policy

New Delhi, dated: 17.10.2018

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways


(Sanjeeb Kumar)
Executive Director/Accounts/Transformation

Copy - As per list enclosed

Copy for information to

1. Divisional Railway Managers, All Indian Railways
2. The Director General, Railway Staff College, Vadodara.
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS), DG (RPF), DG (Stores), DG (Pers), DG(S&T)
3. All AMs, PEDs & EDs of Railway Board

(Jeetendra Singh)
Executive Director/Transformation

Corrigendum Slip No 1 to Model SOP 2018

S.N	Model SOP 2018 – Part/Item No	Corrigendum
1	Preamble	Following is added in Preamble to Model SOP – “Chief Medical Officer (CMO) of Metro Railway/PUs/RDSO will have the same powers as available with Principal Chief Medical Director (PCMD) of Zonal Railways in Model SOP 2018”.
2	Preamble	Date in first line may be read as October 26, 2017
3	Part C (Miscellaneous) Item 37 - Sanctioning of Procurement & signing of Non- Stock demands for procurement of Rolling Stock maintenance spares and maintenance spares for other assets connected with train operation (including linen) & other departmental assets, consumable for other M&P	Remark no 1 is deleted and following remark is added - “Vetting of non-stock requisitions is necessary beyond Rs 2.5 lakhs for non safety items and Rs 10 lakhs for safety items”
4	Part E (Commercial) Item 1 (A) – Waiver / Refund of wharfage and demurrage charges	Following is added under column 3 – “Power of HOD to waive/refund wharfage and demurrage charges – upto Rs 50,000/-”-
5	Part E (Commercial) Item 5 - Refund of fares and freight otherwise than in accordance with the relevant tariff rules (A) Fares	Existing entries under column 3, 4 and 5 are deleted and following is added: “As per IRCA Coaching Tariff – Part – I (Vol-I) in force from January 2007 monetary powers of different levels of Commercial officers for grant of refund of fare on tickets are as under: ACM – Rs 750/-; SCM – Rs 2,000/-; DyCCM – Rs 10,000/-; CCM(SAG) and AGM/GM – Full Powers

Page 1 of 4

Ranjeet Kumar

Jeevan Singh

S.N	Model SOP 2018 – Part/Item No	Corrigendum
6	Part E (Commercial) Item 10 - Refund of fares or freight in cases covered by tariff rules (A) Fares	<p>Existing entries under column 3, 4 and 5 are deleted and following is added:</p> <p>“As per IRCA Coaching Tariff – Part – I (Vol-I) in force from January 2007 monetary powers of different levels of Commercial officers for grant of refund of fare on tickets are as under:</p> <p>ACM - Rs 3,000/-, SCM – Rs 5,000/-, DyCCM – Rs 10,000/-; CCM (SAG) and AGM/GM – Full Powers.”</p>
7	Part G (Security Matters) – New item 13	<p>Following new Item 13 is added:</p> <p>“13) Empowerment in Directive 36 issued vide Rly Bd Letter No 2010/Sec (Spl)/6/9 dated 21.04.2017 regarding Core/None Core areas of security along with empowerment in Rly Bd Letter No 2018/Trans/01/Policy dated 9.4.2018 and Rly Bd Letter No 2018/Trans/01/Policy dated 16.07.2018 would be applicable”.</p>
8	Part A (Works Matters) - Item 37 (B) – Security guards for non-core activities	<p>Existing provisions under item 37 (B) are deleted. Provisions in Part G (Security Matters), Item 13 will be applicable for engagement of security guards for non core activities.</p>
9	Part A (Works Matters) - Item 38 – Repairs/AMC to Machinery & Plants including material handling vehicles (excluding motor trolleys and motor vehicles) including cost of spares incidental to repair – (b) Repair other than single tender basis	<p>Following is added in Remarks:</p> <p>“Finance Concurrence is necessary if expenditure exceeds Rs 25,000/- per occasion”</p>
10	Part A (Works Matters) – Item 7 – Introduction of new SOR item in contract	<p>Following is addend in Notes for item 7:</p> <p>“Finance Concurrence is not required subject to following: Value of new items is less than Rs 5 lakh and percentage change in overall contract</p>

Page 2 of 4

Sanjeet Kumar

Jatinder Singh

S.N	Model SOP 2018 – Part/Item No	Corrigendum
	for works	value is less than 10 per cent.”
11	Part A (Works Matters) – Item 9: Variation in quantities specified in contracts: (A) & (B)	Following Note is added: “Vetting of Corrigendum/addendum in cases of variations of a works contract is not required when all following conditions are being satisfied: (i) Value of new items (SOR or NS) is less than Rs 5 lakh, (ii) Percentage change in overall contract value is less than 10%. and (iii) Percentage change in all individual NS items is less than 25 % (for minor items 100%)
12	Part A (Works Matters) – Item no 2C Sanction of estimate and administrative approval for work chargeable to revenue (Ordinary & Special) for which budget allotment has been made, during the current year	In Note 1 to Item 2 C: Permissible Cost (PC) may be read as under: “PC = {Ceiling (C) X 3} – Throw forward (TF), instead of existing provision, PC = {Ceiling (C) X 1.5} – Throw forward, C = Revenue Budget allotted to a particular Division/Demand.”
13	Part A (Works Matters) – New Item 42 (A) Approving Temporary licensing of Railway land for short duration for activities including cultural and sports activities, commercial activities, concerning Railways & Melas, against payment of license fees	Following empowerment is done: DRM – Full Powers upto 15 (fifteen) days Remarks: Finance Concurrence is necessary Guidelines contained in Rly Bd letter no 2004/LML/18/30 dated 13.05.2016, Rly Bd letter no 2004/LML/18/30 dated 27.04.04 and Rly Bd letter no 83/W2/LM/18/87 dated 03.03.87 to be followed. Note: 1. This excludes functions related to religious activities 2. All other cases of licensing such as temporary

S.N	Model SOP 2018 – Part/Item No	Corrigendum
		shops, exhibitions, carnivals or circus shows, held for commercial purposes, will continue to require GM's personal approval as per existing procedure.
14.	Part D (Stores Matters) Item 4 (E) - To Place orders against rate/ running contracts/LTC of RB/PUs/ZR/other centralised agencies	Existing entry under column 3 is deleted and following is added: "PCMM - Full Powers"
15	Part D (Stores Matters) Item 9 (B) - Hiring of Transport for carrying material, hiring material handling equipment, Contracts for material/scrap handling, loading/unloading, Shipping clearance/export contracts, other works like repair, maintenance and other Miscellaneous contracts through Tender/ quotation.	Following Remark is added in Remarks column: "For Transportation of Imported Items at HQ level (for Zonal Railways nominated for receipt of Imported consignments):- Direct Acceptance: Calling of Quotations and Direct acceptance without Tender Committee from the panel of Registered firms without finance concurrence. Empanelment of firms to be finalised subject to GCC for Service Contracts in consultation with PCMM and PFA. DyCMM/Shipping - Rs 50 Lakh SMM/Shipping - Rs10 Lakh"
16	Part D (Stores Matters) Item 9 (C) – For printing work by outside press	Following empowerment is done: AMM and SMM are also given powers up to limit of their purchase powers as with other officers.

Page 4 of 4

Sujeet Kumar

Jitendra Singh

भारतसरकार GOVERNMENT OF INDIA
रेलमंत्रालय MINISTRY OF RAILWAYS
रेलवेबोर्ड RAILWAY BOARD

No. 2018/Trans/01/policy

New Delhi, dated: 12-12- 2018

The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO & NAIR,
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, IROAF

Sub: Corrigendum Slip no 2 to Model SOP 2018

1. Vide Railway Board letter No 2018/Trans/01/Policy dated 24.07.2018 Model Schedule of Power (SOP) 2018 was issued. Corrigendum Slip No 2 to Model SOP 2018 approved by Board (ME, MTR, FC & CRB) is enclosed for necessary action.
2. This issues with the concurrence of Associate Finance of Transformation Cell, Railway Board.

Kindly acknowledge the receipt and ensure compliance.

DA- Corrigendum Slip No 2 to Model SOP 2018



(T. K. Pantley)

Executive Director, Transformation

No. 2018/Trans/01/policy

New Delhi, dated: 12-12- 2018

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi
3. The Director of Audit, All Indian Railways



(Sanjeeb Kumar) 12/12/18

Executive Director (Accounts), Transformation

Copy to

1. The Director, Indian Railway Institute of Civil Engineering, Pune.
2. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
3. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
4. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
5. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
6. The Director, Indian Railway Institute of Transport Management, Lucknow.
7. The Registrar, Railway Claims Tribunal, Delhi.
8. The General Secretary, IRCA, New Delhi.
9. The Chief Commissioner of Railway Safety, Lucknow.
10. The Secretary, Railway Rates Tribunal, Chennai.
11. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
12. CMD/MD of all Railway PSUs

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG (RHS), DG (RPF), DG (Stores), DG(Pers), DG(S&T)
3. All AMs, Principal Executive Director & Executive Directors of Railway Board

Sanjeeb Kumar

nl
12/12/18

(T. K. Pandey)
Executive Director, Transformation

Corrigendum Slip No 2 to Model SOP 2018

S.N	Model SOP 2018-Part/Item No	Corrigendum
1	<p>Part –A Works matters Item no 5 (A) (i), note no 4 - “The Minimum Eligibility / Qualifying criterion/criteria in the Tender Document for selecting the Tenderer should be precisely defined as per Railway Board guidelines. In case of any modification to Railway Board's standard minimum eligibility criteria, concurrence of PFA/ FA&CAO/C (Associate Finance) and approval of GM /CAO/ Con/ should be taken.”</p>	<p>Part –A Works matters Item no 5 (A) (i), revised note no 4 - “The Minimum Eligibility / Qualifying criterion/criteria in the Tender Document for selecting the Tenderer should be precisely defined as per Railway Board guidelines. In case of any modification to Railway Board's standard minimum eligibility criteria, concurrence of PFA/ FA&CAO/Con/ RE (Associate Finance) and approval of GM /PHOD /CAO/ Con/ CAO/ RE should be taken.”</p>
2	<p>Part A- Works Matters Item no 5 (A) (i) note no 9 “Eligibility criteria need not be stipulated for open tenders up to Rs.50 lakhs each. For relaxation in the prescribed eligibility for open tenders costing above Rs.50 lakhs, personal approval of GM is required with PFA's concurrence in case of Open Line. In cases of Construction/ Organization, personal approval of CAO/C/ is required with personal concurrence of FA&CAO/C/ However, for inserting eligibility criteria in specialised tenders, decision of PHOD shall be final in all cases.”</p>	<p>Part A- Works Matters Item no 5 (A) (i) revised note no 9 “Eligibility criteria need not be stipulated for open tenders up to Rs.50 lakhs each. For relaxation in the prescribed eligibility for open tenders costing above Rs.50 lakhs, personal approval of GM is required with PFA's concurrence in case of Open Line. In cases of Construction/RE Organization, personal approval of CAO/C/CAO/RE is required with personal concurrence of FA&CAO/C/RE. However, for inserting eligibility criteria in specialised tenders, decision of PHOD shall be final in all cases.”</p>
3.	<p>Part A- Works Matters item no 31 (A) (ii) ‘for planned procurement of Small Track Machines and its components, spares, consumables and tools’</p>	<p>Part A- Works Matters item no 31 (A) (ii) Railways are clarified that “for planned procurement of Small Track Machines and its components, spares, consumables and tools” the Delegation of Power is available to DY/CE, SEN/XEN dealing with Small Track Machines in Headquarters offices as DY/CMM and SMM respectively.</p>

Sanjeeb Kumar

[Signature]
12/12/18

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

NO. 2018/Trans/01/Policy

Dated: 18.12.2018


The General Manager, All Indian Railways/PUs, NF(Con), CORE
The DG/RDSO/Lucknow, DG/NAIR/Vadodara
CAOs, DMW/Patiala, WPO/Patna, COFMOW/NDLS, RWP/Bela, CAO/TROAF

Sub: Corrigendum Slip no. 3 to Model SOP 2018.

1. Vide Railway Board letter No. 2018/Trans/01/Policy dated 24.07.2018 Model Schedule of Power (SOP) 2018 was issued. Corrigendum Slip No. 3 to Model SOP 2018 approved by Board (MT, FC & CRB) is enclosed for necessary action.
2. This issues with the concurrence of Associate Finance of Transformation Cell, Railway Board.

Kindly acknowledge the receipt and ensure compliance

DA- Corrigendum Slip No. 3 to Model SOP 2018


18.12.18
(Umesh Balonda)
Executive Director/S&T
Transformation Cell

No. 2018/Trans/01/Policy

Dated: 18.12.2018

1. PFAs, All Indian Railways & Production Units
2. The ADAI (Railways), New Delhi.
3. The Director of Audit, All Indian Railways


(Sanjeeb Kumar)
Executive Director/Accounts
Transformation Cell

Copy to: As per list enclosed

NO. 2018/Trans/01/Policy

Dated: 18.12.2018

Copy to:


1. The ADAI (Railways), New Delhi
2. The Director of Audit, All Indian Railways
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.
14. Managing Director, CRIS, Chanakyapuri, New Delhi

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, ME, MTR, MRS, MS, MT, SECY, DG(S&T), DG (RHS), DG (RPF), DG (Stores), DG(Pers)
3. All AMs, Principal Executive Director & Executive Directors of Railway Board


18.12.18
(Umesh Balonda)
Executive Director/S&T
Transformation Cell

Corrigendum Slip No. 3 of Model SOP 2018.

S.N	Model SOP 2018 – Part/Item No	Corrigendum
1.	Part C (Miscellaneous) Item 63 (A) Hiring of audio/video multimedia materials for special occasions, training institutions, workshops, Hindi training.	Following is also added under column 5: Sr. DSTE/DSTE incharge in Division and DyCSTE/Tele in HQ up to Rs 15000/- at a time.
2.	Part C (Miscellaneous) Item 63 (B) Production of films by railways including documentary and quickies and dubbing of films received from Board, Films Division, etc.	Following is also added under column 4: DRM Full Powers
3.	Part E (Commercial) Item 26 (E) – To call and accept quotations for parking, comml publicity, pay & toilets & other earning contracts etc., (except parcel leasing, multipurpose stalls and caterings) contracts.	Following is added under column 5 – JAG/SG & SS Officers (Independent charge) (i) Up to and including Rs 2 lakhs per case without finance concurrence subject to annual ceiling limit of Rs 10 Lakhs. (ii) Up to and including Rs 5 lakhs per case with finance concurrence subject to annual ceiling limit of Rs 60 Lakhs (including (i) above). (iii) Quotation powers may be resorted to for a short period of 90(ninety) days.

Sanjeev Kumar

SD
18.12.18

भारत सरकार **GOVERNMENT OF INDIA**
रेल मंत्रालय **MINISTRY OF RAILWAYS**
रेलवे बोर्ड **RAILWAY BOARD**

No. 2018/Trans. Cell/Mech/SOP Corrigendum

New Delhi, Dated: 14.01.2019

The General Manager, All Indian Railways/PUs, NF(C), CORE
The DG/RDSO/Lucknow, DG/NAIR
CAOs, DMW/Patiala, COFMOW/NDLS, RWP/Bela, IROAF

Sub: Corrigendum to Item Nos. 15(A), 20(C) (i), 41 (A) and 97 E (ii) of SOP
on Miscellaneous Matter

Ref: Model SOP issued vide this office letter No. 2018/Trans/01/Policy
dated 24.07.2018.

During field visits and interactions with field officers, suggestions were
received to modify certain provisions of Model SOP.

Board (FC&CRB) have considered the suggestions and approved changes to
Para 15(A) (page C-13), Para 20(C) (i) (page C-19), Para 41 (A) (i) (page C-32) and
Para 97 E (ii) (page C-72) of Model SOP on Miscellaneous Matters circulated vide
this office letter under reference.

The existing and revised provisions are attached as Annexure- A to D to this
letter.

This issue with the concurrence of Associate Finance of Transformation Cell.



(A.K. Chandra)

Executive Director/Mech./Transformation

No. 2018/Trans. Cell/Mech/SOP Corrigendum

New Delhi, Dated: 14.01.2019

Copy to:

1. General Managers/All Indian Railways
2. PFAs, All Indian Railways & Production Units
3. The ADAI (Railways). New Delhi
4. The Director of Audit, All Indian Railways



(Sanjeeb Kumar)

**Executive Director/Accounts
Transformation Cell**

Copy to

1. The ADAI (Railways), New Delhi
2. The Director of Audit, All Indian Railways
3. The Director, Indian Railway Institute of Civil Engineering, Pune.
4. The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
5. The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
6. The Director, Indian Railway Institute of Electrical Engineering, Nasik.
7. The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
8. The Director, Indian Railway Institute of Transport Management, Lucknow.
9. The Registrar, Railway Claims Tribunal, Delhi.
10. The General Secretary, IRCA, New Delhi.
11. The Chief Commissioner of Railway Safety, Lucknow.
12. The Secretary, Railway Rates Tribunal, Chennai.
13. The Chairman, Railway Recruitment Board, Ahmedabad. Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneswar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivendrum.
14. Managing Director, CRIS, Chanakyapuri, New Delhi
15. Chief Managing Directors/Managing Directors, RITES, IRCTC, RVNL, CONCOR, RailTel, IRCON, IRFC & KRCL.

Copy to:

1. The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
2. The Secy. Genl., IRPOF, Room No. 268. FROA, Room No. 256-D & AIRPFA, Room No. 256-D Rail Bhavan

Copy to:

1. PS to MR, MOS(S), MOS(G)
2. CRB, FC, MRS, ME, MTR, MS, MT, SECY, DG(S&T), DG (RHS), DG (RPF), DG (Stores), DG(Pers)
3. All AMs, Principal Executive Director & Executive Director (T&MPP), Railway Board.
4. All Executive Directors Railway Board.



(A.K. Chandra)
Executive Director/Transformation
Railway Board

Annexure-A

Para 15 (A) of Model SOP on Miscellaneous matters (page C-13)

Existing

S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/ SAG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
15.	Condemnation and disposal of (A) Petty articles, T&P, Instruments etc. other than office equipment.	Full Powers	Full Powers	<u>CWM(JAG)</u> Full powers <u>JAG</u> - up to Rs. 10,000/- per item Scrap value <u>SS</u> up to Rs. 5000/- per item Scrap value <u>JS/Asst. Officers</u> up to Rs.2500/- per item Scrap value Sr. Supervisor (IC) Rs.2500/-per lot	1. If in the opinion of the PHOD/DRM the cost of sending the material to the nearest stores depot or even the cost of processing for sale is likely to exceed the cost likely to be realized by sale, the material may be destroyed/disposed of locally through tender/ auction sale in the presence of the Accounts representative following the prescribed norms/procedure. A certificate to this effect may be recorded by the concerned Sanctioning Authority. 2. The powers delegated for destruction are only in respect of those items which in the opinion of the Sanctioning Authority are of trivial value and unsaleable. 3. No article condemned by one officer should be disposed of by the same officer, excepting those coming under para-2314 of Stores Code. 4. List of items for disposal by Sr Supervisors is as per Railway Board's letter no. 2017/Trans/01/Policy/Stores dt. 05/01/2018 <i>Authority:</i> 1. Para-2314 of Stores Code Vol. II 2. 2017/Trans/01/Policy/Stores dt. 05.01.2018 Note: For exercising this power, maintenance of T&P Register is must. Finance concurrence is not necessary.

Rajesh Kumar

Chandip

Annexure-A

Para 15 (A) of Model SOP on Miscellaneous matters (page C-13)

Modified

S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/S AG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
15.	Condemnation and disposal of (A) Petty articles, T&P, Instruments etc. other than office equipment.	Full Powers	Full Powers	<u>CWM(JAG)</u> Full powers <u>JAG -</u> up to Rs. 25,000/- per item Scrap value <u>SS</u> up to Rs. 10,000/- per item Scrap value <u>JS/Asst. Officers</u> up to Rs. 5000/- per item Scrap value Sr. Supervisor (IC) Rs.2500/-per lot	<p>1. If in the opinion of the PHOD/DRM the cost of sending the material to the nearest stores depot or even the cost of processing for sale is likely to exceed the cost likely to be realized by sale, the material may be destroyed/disposed of locally through tender/ auction sale in the presence of the Accounts representative following the prescribed norms/procedure. A certificate to this effect may be recorded by the concerned Sanctioning Authority.</p> <p>2. The powers delegated for destruction are only in respect of those items which in the opinion of the Sanctioning Authority are of trivial value and unsaleable.</p> <p>3. No article condemned by one officer should be disposed of by the same officer, excepting those coming under para-2314 of Stores Code.</p> <p>4. List of items for disposal by Sr Supervisors is as per Railway Board's letter no. 2017/Trans/01/Policy/Stores dt. 05/01/2018</p> <p><i>Authority:</i></p> <p>1. Para-2314 of Stores Code Vol. II 2. 2017/Trans/01/Policy/Stores dt. 05.01.2018</p> <p><i>Note:</i> For exercising this power, maintenance of T&P Register is must. Finance concurrence is not necessary.</p>

Ranjeet Kumar

(Signature)

Annexure-B

Para 20 (C) (i) of Model SOP on Miscellaneous matters (page C-19)

Existing

S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/ SAG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
20.	Replacement/ addition to small items of equipment for Gangmen, train examiner, stations, offices, tools and plant, jigs for maintenance, safety equipment and equipment in RPF and fire service stations (other than medical equipment, computers, etc.)				
	(C) (i) Purchase of new furniture/furnishing items on additional account for running rooms, retiring rooms, waiting rooms/halls rest houses, RPF Barracks Crew/Guard/TTE lobbies, Stations, Hospital, Training Institutes, Offices etc.	Up to Rs.5 Lakhs per occasion.	Up to Rs. 2,00,000/- per occasion.	DGMG Rs.1,00,000/- (for G-Branch) per occasion	1. Finance concurrence is necessary if the expenditure exceeds Rs. 15,000/- on each occasion Bulk procurement of furniture, either on replacement or on additional account, shall be made against sanctioned estimate with adequate provision. Purchase of furniture for new assets shall be included in the estimate concerned.

Para 20 (C) (i) of Model SOP on Miscellaneous matters (page C-19)

Modified

S.No	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/ SAG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
20.	Replacement/ addition to small items of equipment for Gangmen, train examiner, stations, offices, tools and plant, jigs for maintenance, safety equipment and equipment in RPF and fire service stations (other than medical equipment, computers, etc.)				
	(C) (i) Purchase of new furniture/furnishing items on additional account for running rooms, retiring rooms, waiting rooms/halls rest houses, RPF Barracks Crew/Guard/TTE lobbies, Stations, Hospital, Training Institutes, Offices etc.	Up to Rs.5 Lakhs per occasion.	Up to Rs. 5,00,000/- per occasion. (subject to availability of fund)	DGMG Rs.1,00,000/- (for G-Branch) per occasion	1. Finance concurrence is necessary if the expenditure exceeds Rs. 15,000/- on each occasion Bulk procurement of furniture, either on replacement or on additional account, shall be made against sanctioned estimate with adequate provision. Purchase of furniture for new assets shall be included in the estimate concerned.

Sanjay Kumar

Chandip

Para 41(A)-(i) of Model SOP on Miscellaneous matters (page C-32)

Existing

41. IT Related					
S. No	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/SAG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
<u>(A) Procurement of PC based systems chargeable to revenue</u>					
	(j) Procurement of PCs on additional account.	<u>PHODs/CHODs</u> 10 Nos. Per financial year <u>Other SAG Officers</u> 05 Nos. per financial year	<u>DRM</u> 10 Nos. Per financial year <u>ADRM</u> 05 Nos. per financial year <u>SAG Officers handling independent establishments</u> 10 nos. per financial year <u>Other SAG Officers</u> 05 Nos. per financial year	<u>JAG Officers independent charge</u> 05 Nos. per financial year	<ol style="list-style-type: none"> 1. Finance concurrence is necessary. 2. For procurement of PCs on replacement account, only after completing their codal life (on condition basis) as prescribed in Board's letter No.2002/AC-II/10 dated 24.05.2006 (ACS F-I No.62) as amended from time to time, full powers may be exercised by PHODs / CHODs / DRMs / SAG / JAG officers handling independent establishments. 3. All procurements to be done preferably by Stores Department (i.e. Local Stores officers or officers nominated to look after stores functions) 4. Total cost per PC including CPU and TFT Monitor etc., should generally should not exceed Rs. 75000/- chargeable to Revenue. 5. Fields units shall define the configuration/specifications based on their requirements as approved by the respective nominated officers of Railways for ensuring technical standards/guidelines issued by C&IS Directorate from time to time. As far as possible free software such as 'Open Office' etc. should be used. 6. While procuring requirement, it should be ensured that as far as possible IT equipment is purchased with minimum three years' warranty so as to take life cycle cost in account. 7. PCs will be classified as 'equipment' in terms of Para 705(6) of the Indian Railways Financial Code Vol. I. 8. The above powers are independent of systems procured against any specific provision in a work, which may be chargeable to other plan heads. 9. The ceiling limit on annual purchase prescribed above is not to be exceeded. 10. Bulk procurement of PCs wherever required shall be included in the estimates concerned to avoid burden on revenue. 11. GM can sanction 10 Laptops, costing up to Rs. 25,000/- each, per year with finance concurrence. (The item Laptop includes Laptop, Notebook, Net book, Tablet computers). <p><i>Authority:</i></p> <ol style="list-style-type: none"> 1. Board's letters No. 2006/C&IS/ Oth. / Delegation of Powers/36 dated 10.12.2008. 2. Board's letter No. 2006/C&IS/Oth/ Delegation of Powers/36-Pt dated 11.09.2012 3. Board's letter No.2017/Trans/01/Policy dtd.18/10/2017

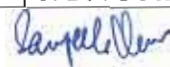
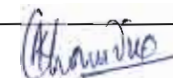
Sujeet Kumar

Phanish

Para 41(A)-(i) of Model SOP on Miscellaneous matters (page C-32)

Modified

41. IT Related					
S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/ SAG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
(A) Procurement of PC based systems chargeable to revenue					
	(i) Procurement of PCs on additional account.	As per actual requirement subject to availability of fund <u>Other SAG Officers</u> 05 Nos. per financial year	As per actual requirement subject to availability of fund <u>ADRM's</u> 05 Nos. per financial year <u>SAG Officers handling independent establishments</u> 10 nos. per financial year <u>Other SAG Officers</u> 05 Nos. per financial year	<u>JAG Officers independent charge</u> 05 Nos. per financial year	<ol style="list-style-type: none"> Finance concurrence is necessary. For procurement of PCs on replacement account, only after completing their codal life (on condition basis) as prescribed in Board's letter No.2002/AC-II/10 dated 24.05.2006 (ACS F-I No.62) as amended from time to time, full powers may be exercised by PHODs / CHODs / DRMs / SAG / JAG officers handling independent establishments. All procurements to be done preferably by Stores Department (i.e. Local Stores officers or officers nominated to look after stores functions) Total cost per PC including CPU and TFT Monitor etc., should generally should not exceed Rs. 75000/- chargeable to Revenue. Fields units shall define the configuration/specifications based on their requirements as approved by the respective nominated officers of Railways for ensuring technical standards/guidelines issued by C&IS Directorate from time to time. As far as possible free software such as 'Open Office' etc. should be used. While procuring requirement, it should be ensured that as far as possible IT equipment is purchased with minimum three years' warranty so as to take life cycle cost in account. PCs will be classified as 'equipment' in terms of Para 705(6) of the Indian Railways Financial Code Vol. I. The above powers are independent of systems procured against any specific provision in a work, which may be chargeable to other plan heads. The ceiling limit on annual purchase prescribed above is not to be exceeded. Bulk procurement of PCs wherever required shall be included in the estimates concerned to avoid burden on revenue. GM can sanction 10 Laptops, costing up to Rs. 25,000/- each, per year with finance concurrence. (The item Laptop includes Laptop, Notebook, Net book, Tablet computers). <p><i>Authority:</i></p> <ol style="list-style-type: none"> Board's letters No. 2006/C&IS/ Oth. / Delegation of Powers/36 dated 10.12.2008. Board's letter No. 2006/C&IS/Oth/ Delegation of Powers/36-Pt dated 11.09.2012 Board's letter No.2017/Trans/01/Policy dtd.18/10/2017

Annexure-D

Para 97 (E) (ii) of Model SOP on Miscellaneous matters (page C-72)

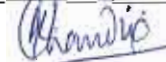
Existing

S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/S AG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
97.	Disaster Management				
	(E) ART Equipment (HRE, HRD & 140 T cranes and other related equipment). (Authority: Recommendation of High Level Committee on Disaster Management Item No.36)				
	(ii) for emergency repairs and purchase of spares incidental to such repairs.	<u>PCME/ CMPE</u> Up to Rs. 1 Lakh per break down	Up to Rs. 1 Lakh per break down	<u>Sr DME/ In charge of ARTs</u> Up to Rs. 20,000/- per break down without finance concurrence	1. Finance concurrence is not necessary up to Rs. 50,000/- 2. Single quotation can be resorted to in case of Repair/ Spare from OEM/Authorised dealer 3. SrDME/In Charge of ART shall certify the emergency. 4. A register showing the details of expenditure incurred on each break down should be maintained. The overall ceiling limit for emergency repairs/purchases of spares should not exceed Rs.20 lakhs per annum

Para 97 (E) (ii) of Model SOP on Miscellaneous matters (page C-72)

Modified

S.No.	Nature of Powers	PHOD/HOD	DRM/ADRM/CWM/S AG Officers in Field Units	Divisional Officers, Extra Divisional Officers & Officers in Headquarters.	Remarks
97.	Disaster Management				
	(E) ART Equipment (HRE, HRD & 140 T cranes and other related equipment). (Authority: Recommendation of High Level Committee on Disaster Management Item No.36)				
	(ii) for emergency repairs and purchase of spares incidental to such repairs.	<u>PCME/ CMPE</u> Up to Rs. 1 Lakh per break down	Up to Rs. 1 Lakh per break down	<u>Sr DME/ In charge of ARTs</u> Up to Rs. 50,000/- per break down without finance concurrence	1. Finance concurrence is not necessary up to Rs. 50,000/- 2. Single quotation can be resorted to in case of Repair/ Spare from OEM/Authorised dealer 3. SrDME/In Charge of ART shall certify the emergency. 4. A register showing the details of expenditure incurred on each break down should be maintained. The overall ceiling limit for emergency repairs/purchases of spares should not exceed Rs.20 lakhs per annum




S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
1	2	3	4	5	6
1.	<p>To accord administrative approval to (A) Lump sum</p> <p>I. Works Plan Heads:</p> <p>(i) Passenger Amenities (PH 53), Traffic Facilities PH 16, Track Renewal PH 31, Bridges PH 32, RSW –& L/Cs PH 29 , 30,</p> <p>(ii) S&T Works (PH 33) Other electrical works (PH-36) Traction Distribution Works (PH 37) Workshops incl. Pus (PH-42) Staff Quarters (PH 51) Amenities for staff (PH-52)* Other Specified Works (excluding Rest House) – PH 64 Training/HRD(PH-65) including works related to CTIs</p>	<p>PHOD/CHOD Up to Rs.2.5 Cr.</p> <p>Rs. 1 Crore</p>	<p>DRM up to Rs. 2.5 Cr</p> <p>DRM Rs. 1 Crore</p> <p>CWM (in SAG) Rs 1 Crore for PH 42 only</p> <p>DRM Rs. 20 lakhs in each case for existing Railway Schools, Institutes, Officers Club, Rest Houses and Holiday Homes and CMD / DRM - Rs. 20 lakhs in each case for existing Railway Hospitals & Dispensaries.</p>	<p>Nil</p> <p>Nil</p>	<p><i>Authority:</i></p> <ol style="list-style-type: none"> 1. Railway Board's Letter no F(X)II-2015/PW/7 dated 12-06-2017 2. 2017/Trans/01/Policy dtd 18.10.2017 3. Finance Concurrence required 4. *In terms of Ltr No. 2017/Trans/01/Policy dtd 18.10.2017, for work in PH-52, Staff Amenities, Schools, Dispensary, Institute, Officers Club, ORH, Holiday Home - GM can sanction up to Rs. 1 Crore per case



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(iii) Railway Research (PH-18) (For RDSO only)	ADG Rs 1 Crore PRD/ED (Coordinating) Rs 30 Lakh	Nil	Nil	
	<p>Note for Item 1(A)-1:</p> <ol style="list-style-type: none"> Lump Sump Grant (LSG) will be distributed by PCE in consultation with plan head coordinator and approval of GM. Total LSG not to be exceeded. Proper guidelines will be issued by respective PHODs to all Branch Officers for adequate scrutiny of the proposals, fixing priority of work, margin to propose new works etc. Monthly reports in specified format to be submitted by divisions to HQ to ensure close monitoring. The powers delegated to PHODs/ DRMs/ CWMs are subject to availability of adequate permissible cost under each plan head for consideration of any proposal. Permissible cost is to be worked out as follows. Permissible Cost i.e., $PC = \{ \text{Ceiling (C)} \times \text{Norms (N)} \} - \text{Throw Forward (TF)}$, C = The lumpsum grant allocated to a particular Division. If grant is yet to be allocated, the grant of the previous year can be taken as the ceiling till the actual grant is allocated. N = Likely period of completion of works as per the norms stipulated by the Board for PWP. TF = Throw forward of ongoing works under each Plan Head. <ol style="list-style-type: none"> For Divisional Officers - Administrative approval shall be obtained by the Sr.DEN/Co-ordination of the division for item no. 1(A). On administrative approval, the Sr.DEN/Coordination shall be responsible for the publication of the DRM's MINI LAW BOOK. It shall be seen at the time of according administrative approval that administrative approval is not accorded for more than PC (Permissible Cost) available to the DRM under a particular plan head. Any item of work that features in the MINI LAW BOOK for 2 years or more without sanction of the detailed estimate must be dropped from the MINI LAW BOOK. For Headquarters Officers - Administrative approval shall be obtained by the CE/P&D for item no. 1(A). All the items of work proposed to be included in the LAW BOOK should have been concurred by the divisional Finance and approved by the DRM. On administrative approval, the CE/P&D shall be responsible for the publication of the LAW BOOK. It shall be seen at the time of according administrative approval that administrative approval is not accorded for more than PC (Permissible Cost) available to the GM. To calculate PC, above formula will be used with 'Ceiling' = budgetary ceiling available to the GM minus budgetary ceiling delegated to the DRMs, under a particular plan head and the TF= throw forward under that plan head for works sanctioned by GM. Any item of work that features in the LAW BOOK for 2 years or more without sanction of the detailed estimate must be dropped from the LAW BOOK. Whenever any work originally included under category of lump sum works is subsequently found to cost more than the power of authority who sanctioned it, fresh sanction of higher authority has to be obtained as per the current sanctioning power. 				



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
1.	(A) 2. Machinery & Plant costing not more than Rs. 50 lakhs each (PH 41)	<u>PCME</u> Up to Rs. 50 lakhs	<u>DRM/CWM (in SAG)</u> Up to Rs. 20 Lakh in each case subject to the annual ceiling limit granted for the division	<u>SG/JAG</u> Up to Rs. 10 lakhs	<i>Authority:</i> 1. Railway Board's Letter no F(X)II-2015/PW/7 dated 12.06.2017. 2. Railway Board's Letter no 2017/Trans/01/Policy dated 18.10.2017
<p>Note for item 1(A)-2: These powers will be exercised by PCME up to Rs. 50 lakhs in each case.</p> <ol style="list-style-type: none"> Total LSG should not be exceeded LSG will be distributed by CME under PH 41 to various divisions/workshop. The limit of Rs.50 lakhs is for the entire proposal and not for the individual machine as per Rly. Bd's letter No. 2008/M/ M&P/ 1063/GL dtd. 20.2. 2008. Prior associate finance concurrence should be obtained Proper guidelines will be required to be issued by respective PHODs to all Branch Officers for adequate scrutiny of the proposals, fixing priority of work, margin to propose new works, fund control /utilization, etc. Monthly reports in specified format be submitted by divisions and workshops to HQ to ensure close monitoring <p>Note: Definition of M&P for tools and plants—The limit for tools and plants enhanced from Rs.1 lakh to Rs.10 lakh (tools and measuring equipment costing above Rs.1 lakh was procured as M&P earlier). The machinery/tools costing more than Rs.10 lakhs will be covered under category of M&P and such items costing upto Rs.10 lakhs will be treated as T&P chargeable to Revenue. Authority: RBLtr.No.2017/Trans/01/Policy dt.18.10.2017</p> <p>Note: Sanctioning of procurement of two wheelers under M&P—GMs—Full powers to sanction two wheelers for RPF Post incharge. Authority: RBLtr.No.2017/Trans/01/Policy dt.18.10.2017</p>					
1.	<p>(A) 3. Computerisation (PH 17)</p> <p>i) New works and replacement related works of over aged IT assets</p> <p>GM can sanction up to Rs 1 crore per case with finance concurrence</p> <p>ii) procure equipment like computer, printer etc for new UTS/PRS.</p>	<p><u>PHOD/CHOD</u> Up to Rs. 1 Crore per case with finance concurrence</p> <p><u>PCCM</u> Rs.50 Lakh per case with finance</p>	<p><u>DRM</u> Rs. 25 lakhs per case with finance concurrence</p> <p><u>DRM</u> Up to Rs 50 Lakh per case with</p>	<p>Nil</p> <p>Nil</p>	<p><i>Authority:</i>  2017/Trans/01/Policy dtd 18.10.2017</p> <p>1. officer nominated by GM in HQR and nominated by DRM in Division shall be the Nodal Officer and coordinate this PH 17</p>



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	<p>GM can sanction up to Rs 1 crore per case with finance concurrence</p> <p>iii) Extension/ Up gradation/ Strengthening works for LAN</p> <p>GM can sanction up to Rs 20 lakhs per case with finance concurrence</p> <p>iv) Software development</p> <p>GM can sanction up to Rs 2.5 Crore per case with finance concurrence</p>	<p>concurrency</p> <p>PHOD/CHOD up to Rs 20 lakhs per case with finance concurrence</p> <p>PHOD/CHOD up to Rs 50 lakhs per case with finance concurrence with annual ceiling of Rs. 2 Crores</p>	<p>finance concurrence</p> <p>DRM/CWM up to Rs 20 lakhs per case with finance concurrence</p> <p>DRM/ up to Rs 10 lakhs per case with finance concurrence with annual ceiling of Rs. 50 lakhs</p> <p>CWM (in SAG) up to Rs 05 lakhs per case with finance concurrence with annual ceiling of Rs. 25 lakhs</p>	<p>Nil</p> <p>JAG/SG up to Rs 5 lakhs per case with finance concurrence with annual ceiling of Rs 10 lakhs</p>	



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
1.	<p>To accord administrative approval to</p> <p>(B) Out of Turn Works GM may sanction out of turn works costing not more than Rs. 2.5 Crores per case with annual ceiling of Rs. 25 Crore (other than lumpsum) on other than safety works. However, this restriction will not be applicable to safety related works. Safety works should be completed within a maximum period of 8 months from the date of sanction of detailed estimate.</p> <p>1. Works Plan Heads: i) Passengers and Other User amenities (PH 53)</p> <p>ii) All other Plan Heads</p>	<p>NIL</p> <p>NIL</p>	<p>DRM Up to Rs. 2.5 Crore in each case with finance concurrence</p> <p>NIL</p>	<p>NIL</p> <p>NIL</p>	<p>Authority:</p> <ol style="list-style-type: none"> Board's letter No. FX(II)2008/PW/7 dated 05.12.2008 and 27.08.2009 (i.e. Item No. 39 of GM's delegation) 2017/Trans/01/Policy dtd 18.10.2017 <p>The exercise of the powers is subject to availability of funds, observance of codal provisions regarding the preparation /sanction to estimates etc. and other orders issued from time to time.</p>
<p>Note for item 1(B):</p> <ol style="list-style-type: none"> PFA concurrence is necessary for OOT works to be sanctioned by GM and Sr. DFMs concurrence is necessary for works to be sanctioned by DRM. Administrative approval of GM/DRM should be obtained before incurring expenditure on out of turn basis. The proposal shall be mooted for the sanction of OOT work duly identifying funds, which could be re-appropriated from the other itemised works within the same plan head. Subject to the budgetary ceiling of Rs. 25 Crores (other than lump sum) in a financial year (for non-safety items) and no limits for safety items, provided that sanction budget (other than Lump sum) for works in this category is not exceeded and the norms fixed for completion of work under different plan heads are followed. CE/P&D/CPDE is the nodal officer for processing all OOT works. 					



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	6. The works thrown forward from previous year may be taken up only if the funds required for them can be found by the appropriation within the sanctioned allotment. 7. For passenger amenities works, emphasis should be on creation of amenities of durable and lasting nature and funds should not be frittered away on provision of superficial items like furnishings and furniture etc. Prescribed norms/parameters regarding passenger population should be followed in providing the amenities. 8. All the safety works sanctioned on out of turn basis shall be completed within a maximum period of eight months from the date of sanction. 9. Once administrative approval of GM/DRM is accorded for any work on 'out of turn basis', sanction to the detailed estimate for the works will be within the competence of authority vide Item No. 2(a) of SOP. 10. Before obtaining Out of turn sanction of GM for traffic facilities/ line capacity work, approval of PCOM should be taken.				
1.	(B) Out of Turn Works 2. M&P items	Nil	Nil	Nil	1. The OOT proposals of M&P items costing up to Rs. 50 Lakhs require the sanction of the General Manager with the concurrence of PFA. However, all such proposals together with M&P items sanctioned at CME level under 1(A)(2) should be within the Lump sum grant given by the Board.
1.	(C) To accord administrative approval to Deposit Works	<u>PHOD/CHOD</u> Full Powers	<u>SAG</u> Rs 50 Crore	<u>SG/JAG</u> Upto Rs 5 Crore	DRM, PHOD, & GM must be kept duly informed of all the deposit works
2.	Technical sanction to sub estimate/detailed estimates/ revised estimates for all the works including those sanctioned by higher authorities (GM /Railway Board etc.) (A) Works itemized in the works programme/RSP/M&P / LAW/LSWP/ Mini Law/Deposit /Composite Works (chargeable to both Railways and party)				
	(i). All works in (A) above except RSP and M&P items and chargeable to Capital, Capital Fund, RRSEK, Depreciation Reserve Fund, Development Fund, and Open Line Works Revenue .	<u>CAO (C) in HAG</u> Up to Rs. 500 Cr. <u>AGM</u> Up to Rs.500 Cr. <u>PHODs / CHODs</u> Up to Rs.100 Cr.	<u>DRM</u> – Up to Rs75 Cr. <u>ADRM</u> Upto Rs.50 Cr. <u>CWM in SAG</u> Up to Rs. 75 Cr.	<u>SG/JAG</u> Up to Rs. 25 Cr.	<i>Authority:</i> 1. Para-703 of Engg. Code. 2. Item No.40(1) (a & b) & 40(2) of GM's delegation. 3. Board's letters No. F(X)II-2006/PW/17 dated 04-12-2006 &24.05.2007. 4. Board's letter No. F(X)II/2015/PW/7 dt.12/06/2017



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
		<u>SAG</u> Up to Rs. 50 Cr.			5. Board's Lr No.2018/TF/Civil/Works dtd.12/06/2018
	For any Deposit Work: Administrative approval is required as per item 1 (C) above before any survey, planning/execution of the work. Regarding Composite works (involving Railway and Deposit works both), the administrative approval of the Railway portion of the work is limited upto the values specified in Item 1(A) above.				
	<p>Note for item 2(A)-(i):</p> <ol style="list-style-type: none"> Associate Finance vetting is necessary. For open line works, costing more than Rs. 500 Cr, vetting by PFA and for construction works costing more than Rs. 500 Crores vetting by FA&CAO / Construction is required for obtaining personal sanction of GM. Excess over the abstract cost for works shall be governed by item 3 of SOP (Works matters) Detailed estimate may be prepared in the initial stage by taking services of a consultant wherever required. Change in scope may be done only on account of change of technology or change in local conditions but not due to change in planning/layout. All the existing provisions will be retained [Authority: RB Ltr. No. 2017/Trans/01/Policy dt. 18.10.2017]. Deposit works are defined in accordance with para 1843 of IR Code of Engineering Department. The method of execution is also defined therein. The limit of variation by 20% due to reasons other than escalation etc may not be applicable for Deposit Works. Sanction, execution and variations in these Deposit works shall be made by the Railway administration in consultation with the sponsoring authority bearing the cost of the deposit works, within the broad guidelines provided in IR Code of Engineering Department and Model SOP. Revised detailed estimate should however be within the powers of the sanctioning authority (Authority: RB Ltr. No 2017/Trans/01/Policy dated: 08 - 02- 2018) 				
	(ii) Rolling stock items provided in the Rolling Stock approved programme.	<u>AGM</u> Upto Rs 500 Crore <u>PHOD/CHOD</u> Up to Rs. 100 Cr. <u>SAG</u> Up to Rs. 50 Cr.	Up to Rs. 50 cr.		<i>Authority:</i> <ol style="list-style-type: none"> Para-703 of Engg. Code. Item No.40(1) (a, b & c) & 40(2) of GM's delegation. Board's letters No. F(X)II-2006/PW/17 dated 04-12-2006 & 24.05.2007. Board's letter No. F(X)II/2015/PW/7 dt.12/06/2017



S.No.	Nature of Powers	PHOD/CHOD /BOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	1. Finance vetting is required 2. This power will also apply for sanction to sub-estimates or detailed estimates which may form part of a work, the abstract estimate of which has been sanctioned by higher authority. 3. Excess over the abstract cost for works shall be governed by item 3 of SOP (Works matters).				
	(iii) M&P as per sanctioned works	<u>PHOD/CHOD</u> Up to Rs. 10 Cr. <u>SAG</u> Up to Rs. 5 Cr. LSMP Rs. 50 lakhs	Up to Rs. 5 Crores <u>LSMP</u> Rs. 50 lakhs	<u>SG/JAG</u> Up to Rs. 2 Crores <u>LSMP</u> Rs. 50 lakhs	
<p>Note: Definition of M&P for tools and plants – The limit for tools and plants enhanced from Rs. 1 lakh to Rs. 10 lakhs (tools and measuring equipment costing above Rs. 1 lakh were procured as M&P earlier). No finance vetting is required upto Rs. 3 lakhs.</p> <p><i>Authority:</i> RB Ltr. No. 2017/Trans/01/Policy dt. 18.10.2017</p>					
	(iv) Survey estimates	<u>PHOD/CAO/C</u> Full Powers within the yard stick prescribed in respect of plan heads: new lines, gauge conversion, doubling, for surveys included in the sanctioned budget or sanctioned separately.	Nil	Nil	<i>Authority:</i> 1. Item No. 40 (3) & 40(5) of GM's delegation, subject to Board's orders and Yardsticks issued from time to time. 2. As per the yardsticks laid down by Board's letter No. 2012/W-1/Genl./Survey/Budget dtd 18.11.2016 3. Board's letter No. F(X) II/2000/PW/2, dated 27-06-2000 & No. F(X) II/2006/PW/17, dt. 18.10.2006 and 4.12.2006. 4. Board's Letter No. 2007/CE-L/CT/18 dated 07.03.2008.



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
		PHOD/CAO/C Up to Rs.5 lakhs in respect of all other plan heads for surveys included in the sanctioned budget or sanctioned separately.			
	<p>Notes for item (iv) (Survey) above:</p> <ol style="list-style-type: none"> Finance vetting is necessary. Final location survey chargeable to preliminary expenditure of the work requires GM's personal sanction. These powers also cover sanction of part estimates costing up to 5% of the work as originally sanctioned in the budget. Part estimate may be sanctioned towards incurring expenses for preliminary activities like Final Location Survey, Geo-technical studies, designs, preparation of plans and drawings etc., which will help in preparation of detailed estimates. <p>The detailed estimate can be prepared and got sanctioned only after these preliminary activities are completed.</p>				
2.	(B) To incur expenditure on Trial and Experimental works	PHOD Up to Rs. 10 Lakhs with finance concurrence	DRM/CWM (in SAG) Up to Rs. 5 lakhs per case with finance concurrence and annual ceiling limit of Rs. 20 Lakh	Nil	1. Expenditure for Trial and Experimental works in excess of Rs. 10 Lakhs shall be incurred with the prior concurrence of FA&CAO/ PFA and the sanction of AGM
2.	(C) Sanction of estimate and administrative approval for work chargeable to revenue (Ordinary & Special) for which budget allotment has been made, during the current year.	Full powers	Full powers	SG/JAG Full powers	<ol style="list-style-type: none"> Finance concurrence is required. Judicious and reasonable distribution of Revenue funds for routine repairs and maintenance of existing assets with canons of financial propriety must be ensured DRM/ADRM must be kept informed.
	Notes for Item 2 (C)				



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	1. The powers delegated to PHODs/ DRMs/ CWMs and SG/JAG are subject to availability of budget under different Demands for consideration of any proposal. Permissible cost is to be worked out as follows. Permissible Cost i.e., PC = {Ceiling (C) X 1.5} – Throw Forward (TF), C = The Revenue Budget allocated to a particular Division/Demand. If grant is yet to be allocated, the grant of the previous year can be taken as the ceiling till the actual grant is allocated. TF = Throw forward of ongoing works under corresponding demand. Permissible Cost refers to the cost of Revenue proposals being considered for sanction in any particular year under each demand. Classification of Revenue Expenditure and Demands are as per the explanation given in Indian railway finance Code Vol II.				
	(D) Sanction of estimate and administrative approval for Environment related works using 1% provision of sanctioned estimates GMs – Full powers up to Rs. 2.5 Crores	<u>CEnHM</u> Up to Rs. 2.5 Crores	<u>DRM/CWM (in SAG)</u> Up to Rs. 2.5 Crores		<i>Authority:</i> 1. Ref. Rly Board No. 2016/EnHM/13/02 dtd 13.05.2016 2. 2017/Trans/01/Policy dtd 18.10.2017
3.	Sanction to excess over estimates (Including those sanctioned by higher authority at the time of preparing revised/ completion estimates.) (A) For itemized works, and LAW/Minilaw items Other than M&P and surveys				<i>Authority:</i> 1. Item No. 40(1) of GM's delegation vide Board's letter No. F(X)II/2015/PW/7 dt.12/06/2017
	(i) Increase in cost due to escalation	<u>PHOD/ CHOD</u> up to 100% of the original estimate <u>CAO/C in HAG-</u> Full powers where original estimate cost is up to Rs. 500 Crores.	<u>DRM/ADRM/SAG</u> up to 100% of the original estimate.	<u>SG/JAG</u> up to 100% of the original estimate.	
	(ii) Increase in cost due to reasons other than escalation	up to 20% of the original estimate	up to 20% of the original estimate.	up to 20% of the original estimate.	
3.	(B) Survey estimates including escalation and other than escalation both.	<u>PHOD/CHOD</u> Up to 20% of the original estimate.	Nil	Nil	



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
		Rs.25 lakhs whichever is less	original cost or Rs.25 lakhs whichever is less	Rs.25 lakhs whichever is less	
	<ol style="list-style-type: none"> 1. Finance vetting is necessary. 2. Powers indicated for increase in cost due to reasons other than price escalation cover material modification also. 3. Personal approval of GM with the personal concurrence of PFA is required in cases of material modifications costing above Rs. 10 Lakhs each. 4. These are the overall variations with respect to original sanctioned cost as included in the Budget at the time of sanction and cannot be exceeded even if more than one revised estimate is sanctioned. 5. These powers are subject to the condition that the total cost (including the excess) does not exceed the powers of the original sanctioning authority. The total cost including excess should be regulated as per the provisions contained in GM's delegation of powers re-delegated under the columns 3,4&5. 6. This delegation will not affect rules in force regarding Material Modification. 7. These powers are subject to the restrictions stipulated in Codes, Railway Board's letters and GM's instructions from time to time. 8. LS M&P estimates: In case, a detailed LS estimate exceeds the sanctioned cost during execution, it requires the sanction of DRM/CWM for any excess up to Rs. 20 Lakhs, CME up to Rs.50 lakhs and if it exceeds Rs. 50 lakhs, the same requires the sanction of Railway Board. 				
4.	Material Modification in works estimated to cost at least Rs.2.5 Cr. and above	<u>PHOD</u> Up to Rs.50 lakhs. <u>SAG</u> Up to Rs.25 lakhs.	Up to Rs.25 lakhs	Nil	<i>Authority:</i> <ol style="list-style-type: none"> 1. Para-1110 of Engg. Code and Item No.49 of GM's delegation. 2. Board's Lr. No F(X)II-2006/PW/17 dated 18-10-2006
	Notes for Item 4 <ol style="list-style-type: none"> 1. Finance concurrence is necessary. 2. Subject to a ceiling of 20% of original estimated cost. 3. For Material modification estimated to cost more than Rs. 50 lakhs but below Rs. 2.5 Crores, personal sanction of GM with PFA/FA&CAO(C)'s concurrence is required. The excess over the revised cost of the estimate does not go beyond the General Manager's powers. 				



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
5.	<p>Works Contract for approved and sanctioned works- or supplies related to sanctioned works or zonal contracts.</p> <p>(A) Calling of Tenders:</p> <p>(i) Open Tenders.</p>	<p>PHOD/HOD Full Powers</p>	<p>DRM /ADRM/CWM (in SAG) Full Powers</p>	<p>JAG Full Powers</p>	<p>Authority:</p> <ol style="list-style-type: none"> 1. Railway Board's letter No. 2007/CE-I/CT/18 Pt II dated 30.07.2010. Railway Board's letter No 2007/CE-I/CT/18 Pt. XII dated 31.12.2010 (Para No 4). 2. Board's letter No 2007/CE-I/CT/18 Pt. XII dated 31.12.2010 (Para No 4). 3. Railway Board's letter No. 94/CE-I/CT/4/Pt.17 dated 13.08.2012. 4. Board's letter no. 2017/CE-I/CT/10-Procurement Cycle dtd 23.10.2017. 5. Railway Board's letter No Trans/01/Policy dated 08.02.2018
<p>Notes for Item 5(A)-(i):</p> <ol style="list-style-type: none"> 1. For all works contract tenders requiring techno-economic evaluation, 'Two Packet System' of tendering shall be the norm as far as possible 2. For inviting Works Tenders valuing more than Rs.10 Crs, two-packet system, shall mandatorily be followed. However, for all works contract tenders within the Tender Acceptance Powers of SAG/DRM/ADRM/CWM valuing more than Rs 10 Crore, 'Two packet System shall mandatorily be followed, except in cases where it is decided by an executive not below SAG level for reasons to be recorded in writing and with the concurrence of associate Finance, that it would be advantageous to follow 'Single packet system'. For Tenders valuing beyond the tender acceptance powers of SAG/DRM/ADRM/CWM, and costing more than Rs 10 Crore, decision of executive not below HAG in consultation with FA& CAO shall be required to adopt Single packet system of tendering in case of works tenders. Authority (RB Ltr no 2017/Trans/01/Policy dated 26-12-2017) 3. For Tenders valuing up to Rs. 10 Crs, decision to adopt two-packet system shall be taken by the tender inviting authority with the concurrence of associate finance 4. The Minimum Eligibility / Qualifying criterion/criteria in the Tender Document for selecting the Tenderer should be precisely defined as per Railway Board guidelines. In case of any modification to Railway Board's standard minimum eligibility criteria, concurrence of PFA / FA&CAO/C (Associate Finance) and approval of GM/ CAO/Con should be taken. 5. Pre-vetting of tender schedules is not necessary except in the rare urgent cases where tenders are called without sanction of detailed estimate. Pre-vetting is also not necessary in case of zonal works and revenue works in Open Line up to Rs.5 lakhs for which detailed estimates need not be framed. It shall be ensured that the tender schedules are prepared based on the scope of the work as included in the sanctioned estimates. In cases of urgency, open tenders may be called, before sanction of detailed estimates, with the approval DRM/PHOD/CHODs. However, the letter of acceptance shall be issued only after the sanction of detailed estimate. 6. For inviting tender for consultancy works, prior approval of competent authority has to be obtained as per Annexure 'D' 7. All zonal contracts should be open tenders. 8. Powers to call tenders by JAG is restricted up to the value of tenders to be accepted at SAG level. 					



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
9.	Eligibility criteria need not be stipulated for open tenders up to Rs.50 lakhs each. For relaxation in the prescribed eligibility for open tenders costing above Rs.50 lakhs, personal approval of GM is required with PFA's concurrence in case of Open Line. In cases of Construction Organization, personal approval of CAO/C is required with personal concurrence of FA & CAO/C. However, for inserting eligibility criteria in specialised tenders, decision of PHOD shall be final in all cases.				
10.	Sufficient notice period should be given for the submission of tenders, which in the case of large works should not be less than a month. The above prescribed tender notice period may be departed from in the most exceptional circumstances only and then too in consultation with the Principal Financial Adviser. However i) For tenders valued up to and including Rs. 1 Crore invited through e-tendering, the tender notice period can be reduced up to 21 days by CAO/PHOD/CHOD/DRM/CWM (in SAG) without finance concurrence and up to 14 days with the concurrence of Associate Finance ii) For tenders valued above Rs. 1 Crore and up to & including Rs. 2 Crore invited through e-tendering, the tender notice period can be reduced up to 14 days by CAO/DRM/CWM (in SAG) with the concurrence of Associate Finance				
11.	For Service Contracts/GCC for Services shall be followed.				
(ii)	Limited Tenders from approved list for Works Contracts.	<u>PHOD/ CHOD</u> More than Rs.1.5 Cr. and up to Rs.7.5 Cr. <u>HOD</u> More than Rs.37.5 lakhs and up to Rs.1.5 cr.	<u>DRM/ADRM/CWM (in SAG)</u> More than Rs.37.5 lakhs and Up to Rs.1.50Crs.	<u>JAG /JAG(SG)</u> Up to Rs. 37.5 lakhs	<i>Authority:</i> 1. No.2013/CE-I/CT/0/20/PO/Pt. II (ii) dated 26.11.2013.
	Notes for Item 5(A)-(ii): 1) Pre-vetting of tender schedules is not necessary except in the rare urgent cases where tenders are called without sanction of detailed estimate. Pre-vetting is also not necessary in case of zonal works and revenue works in Open Line up to Rs.5 lakhs for which detailed estimates need not be framed. It shall be ensured that the tender schedules are prepared based on the rates/quantities/scope of the work as included in the sanctioned estimates. 2) For formulating approved list of contractors and invitation of Limited Tenders, the norms specified in the Board's letter No.94/CE-I/CT/4 dt.17.10-02, 12/16-5-06 and No. 2007/CE/ I/CT/18 dt. 28-9-2007 and subsequent revisions on the subject shall be followed. 3) At least 10 names should be on the approved list of contractors. 4) Tender Notice period should not be less than 14 days.				<i>Authority:</i> 1. (Rly. Bd's letter No. 94/CE-I/CT/4 dated 22.10.2001 and 17.10.2002
	(iii) Special Limited Tender				<i>Authority:</i> 1. (Rly. Bd's letter No. 94/CE-I/CT/4 dated 22.10.2001 and 17.10.2002



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(a) Works of specialized nature	<u>PHOD/CAO/C</u> Full Powers.	Up to Rs. 10 lakhs	Nil	2. Rly. Bd's Ltr. No. F(X) II/2006/RW3 dt. 27-2-2006 and 16-05-2006 and F(X)II/2006/PW/13 dt. 9-8-2006.
	(b) Works of urgent nature	<u>CAO/C</u> Full Powers	Up to Rs. 10 lakhs	Nil	3. Rly. Bd's Lr. No. 2007/CE/I/CT/18 dt. 28-9-2007.
<p>Notes for Item 5 A(iii) Special Limited Tender:</p> <ol style="list-style-type: none"> 1) Associate Finance concurrence is necessary. 2) As per Rly. Bd's Lr. No. 2007/CE/I/CT/18 dt. 28-9-2007 CAO/C with the concurrence of FA&CAO/C may invite special limited tenders not only for specialized nature of work but all types of works depending upon the merit of the case. 3) Special Limited Tenders may be invited from specialised and reputed contractors/organisations/agencies. (Rly. Bd's letter No. 94/CE-I/CT/4 dated 17.10.2002) 4) Tenderers from whom Special Limited Tenders are to be invited should preferably be more than Six but not less than Four (Rly. Bd's letter No. 94/CE-I/CT/4 dated 17.10.2002) 5) Tender Notice period should not be less than 14 days. 					
5.	<p>(B) Consultancy</p> <p>(i) Consultancy works for other than property development schemes from outside bodies including PPP projects</p> <p>(ii) Consultancy works for property development schemes i.e., for commercial exploitation from outside bodies</p> <p>GM – Full powers in consultancy contracts with the concurrence of PFA upto Rs 10 Crore</p>	<p><u>PHOD/CHOD</u></p> <p>Upto Rs 20 Lakh per case with an annual ceiling of Rs 1.5 Crore</p> <p>CAO/Construction</p> <p>Upto Rs 50 lakh per case with annual ceiling of Rs 5 Crore</p> <p>CAO/C (in charge of USBRL project) can award consultancy contract upto Rs. 2 crores per case with an annual ceiling of</p>	<p><u>DRM</u></p> <p>Upto Rs 10 Lakh per case with annual ceiling of Rs 1.5 Crore</p>	NIL	<p><i>Authority:</i></p> <ol style="list-style-type: none"> 1. Item No 30(a) of GM's delegation. Bd's Letter No. F(X)II-2016/PW/ 3 dt.14.09.2016 2. Railway Board Letter no F(X)-II/2015/PW/7 dated 12.06.2017 3. 2017/Trans/01/Policy dtd 18.10.2017 <p>Railway Board letter no No. 2017/Trans/01/Policy dated: 27 - 11- 2017 on the subject Process Reforms – Engagement of Consultants</p>



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
		<p>Rs. 6 crores with the personal concurrence of FA&CAO/C. The level of tender committee shall be SAG. These powers have been delegated in respect of Udhampur-Srinagar-Baramulla rail link (USBRL) project subject to availability of amount in sanctioned estimate (Authority: Board's letter no. F(X)II-2010/PW/1 dtd. 10.5.2010).</p> <p>Powers to CAO/Con are in addition to powers delegated to General Managers</p>			
5	<p>(C) Single Tender</p> <p>(i) in case of accidents, breaches involving dislocation to traffic.</p>	<p>PHOD Up to Rs.20 lakhs per case subject to annual limit of Rs.1 Cr.</p>	<p>DRM Up to Rs. 10 Lakhs per case subject to annual limit of Rs.50 lakhs.</p>	Nil	<p><i>Authority:</i></p> <ol style="list-style-type: none"> 1. Para-1214-A & 1260 of Engg. Code along with Railway Board's letter no 2007/CE-I/CT/18 dated 7th Mach 2008. 2. Railway Board Lener no F (X)II-2010/PW/1 dated 11.05.2010 3. Works of specialized nature pertaining to Construction organization to be personally approved by CAO/CN with



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(ii) Works of specialized nature	CAO/Con Full Powers	Nil	Nil	prior concurrence of the FA&CAO/CN.
	(iii) Any other situation	Nil CAO/C- (in charge of USBRL project) of NR only Upto Rs. 2 crores in each case to tackle emergency situation arising out of geological condition with prior concurrence of FA&CAO/C. The justification for taking up the work on single tender basis should be recorded on file*	Nil	Nil	This power is not to be redelegated to any other authority. For works of specialized nature pertaining to Open line, personal approval of GM is required with prior concurrence of FA&CAO. 4. 97/CE-1/CT/32 dt. 27-08-97 5. 97/CE-1/CT/32 dated 27.08.1997. 6. For any other situations only GM has Full Powers to award work on Single Tender basis with PFA's concurrence including award of work on single quotation basis. (Personal sanction of GM is required)
<p>Note for item 5(C) Single Tender:</p> <ol style="list-style-type: none"> To be operated in times of cyclone, floods, accidents, sabotage, enemy action, explosions, cases of extreme urgency such as works or supplies necessary to safeguard life or property or repair damage to track caused by flood breaches, washaways, accidents or other unforeseen contingency so as to maintain through communication. Lighting, transhipment, hiring of plant, machinery, and equipment (including communication equipment) in cases listed under 1 above will be covered in this Para. Report to GM is necessary for incorporating it in the annexure to the PCDO The discretion to classify any item of work as one of extreme urgency for the purpose should be exercised personally by the DRMs. Finance concurrence is necessary. 					



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
					least one step higher than the members nominated in case of Open Tenders/Limited Tenders except where G.M. is the accepting authority.
	(F) To dispense with calling of tenders for works which are urgent in nature and to accept offers received in response to quotations.	Up to Rs. 10 Lakhs per case for all works including works directly related to safe running of trains with annual limit of Rs.1.2 Cr.	Up to Rs. 10 Lakhs per case for all works including works directly related to safe running of trains with annual limit of Rs.1.2 Cr.	JAG/SG & SS officers (Independent charge) (i) Works directly related to safe running of trains. Up to and including Rs.2 lakhs per case without finance concurrence subject to annual ceiling limit of Rs. 10 Lakhs. (ii) All other works including works directly related to safe running of trains. Up to Rs.5 lakhs per case with annual limit of Rs.60 lakhs (including (i) above). SG and JAG in workshop - same as above	<i>Authority:</i> Board's Letters Nos. 1. 2007/CE-I/CT/18/Pt. dt 05.03.2009. 2. 2007/CE-I/CT/18 Pt.13 dt.06.09.10. 3. 2007CE-I/CT/18/Pt.13 dt.11.09.17



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	<p>Notes for Item 5 F (Quotations):</p> <ol style="list-style-type: none"> Finance concurrence is necessary except for delegation under col. 5(i) for which certification by accepting Authority that the work is of urgent nature and directly related to safe running of trains in his jurisdiction is required to be recorded. The powers shall be exercised by the officers with their own administrative approval and no separate administrative approval is necessary. The powers should be exercised sparingly. The circumstances under which quotations have to be called should be spelt out. The powers are also subject to the availability of provision in sanctioned estimate or preparation/ sanction to the detailed estimates wherever necessary. The work should not be split up for the purpose of bringing it within the ambit of this dispensation The reasonableness of rates should be gone into objectively and in detail by the accepting authority. Quotations should not be for fancy (expensive but of low utility) items. Quotations should only be for works which are urgent in nature. Quotations should normally be invited from at least three well experienced contractors/ agencies not necessarily borne on the approved list Accepting Authority must take precautions to see that the quotations are from genuine firms (and not from fictitious firms). A Register showing the full particulars of works authorized through quotations shall be maintained by the officer having powers to dispense with calling of tenders. The register shall be sent to associate finance while seeking their concurrence. The powers delegated are specific to the department/division concerned. Cross utilization of powers of equivalent officers in a division/single administrative unit shall not be allowed. Notice period of at least 7 days from the date of NIQ (Notice inviting Quotation) shall be maintained. In case of emergency, the period can be reduced with approval of the authority accepting quotation 				
	(G) To call for and accept tenders for supply of sieved, dried sand packed into 30 - 50Kg. Bags as per the specifications.	Nil	DRM /ADRM/ CWM (in SAG) Up to Rs.50 lakhs	DME(Power)/ Sr. DME/DSL, Sr. DEE/TRO, DEE/TRO, Sr. DEE/ELS, Sr. DEE/OP Up to Rs.30 lakhs	1. Constitution of Tender Committee and acceptance as per Annexure 'A'.
6.	Signing of contract agreements including rider agreements in respect of tenders accepted by the competent authority for all types of contracts including	One stage below the Tender Accepting Authority as per the extant delegation of Powers of open tenders	One stage below the Tender Accepting Authority as per the extant delegation of Powers of open tenders	One stage below the Tender Accepting Authority as per the extant delegation of Powers of open tenders	<p>Authority:</p> <ol style="list-style-type: none"> Para-1259 of Engg. Code & Para-410 of Stores Code Vol. I Railway Board's letter No.2007/CE-I/CT/0/20/1 dated.08.10.2015. Rly. Bd's Lr.No.2007/CE-I/CT/O/20/1 dt.19.10.2016. Current delegation of Powers regarding



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	works/service/BOOT etc.				Open Tender Acceptance is as per Annexure-A
	Notes for Item 6: 1. Finance vetting is necessary. 2. The powers under this item are to be exercised only after the contract, purchase, lease etc. are approved by competent authority. 3. Contract/Lease agreement to be got vetted by Law Officer where no standard agreement exists. 4. Rider agreements to the main agreement may likewise be signed by the authorities who signed the original agreement provided the approval of the competent authority is obtained.				
7.	Introduction of new SOR items in contract for works.	PHOD/HOD Full Powers	DRM/ADRM/ CWM (in SAG) Full Powers	SG/JAG/SS (independent Charge) Full Powers	
	Note for item 7: 1. The items of work proposed for inclusion should be relevant to the main scope of work. 2. Revision to contract value shall be proposed by way of variation statement. 3. The variation shall be governed as per notes in item no 9 of this SOP works matters Part-A.				
8	(A) Introduction of new non-schedule items in contract for works Without Finance Concurrence	PHOD/HOD Up to Rs 5 Lakh in a contract (or 10% of the original value of the contract whichever is less	DRM/ADRM/ CWM (in SAG) Up to Rs 5 Lakh in a contract (or 10% of the original value of the contract whichever is less	SG/JAG/SS (independent Charge) Up to Rs 5 Lakh in a contract (or 10% of the original value of the contract whichever is less)	Authority: 1. Board's letter No. 87/WICT/10 dated 17.3.1988 and No.94/CE-I/CT/37 dated 6.6.95. 2. Railway Boards Letter No. 2007/CE-I/CT dated 31.8.2007 and Cs no dtd 04.01.08 3. Board's, letter no 2017/Trans/01/Policy dated 18.10.2017. 4. Board's Lr No.2018/TF/Civil/Works Dtd.12/06/2018
	(B) Introduction of new non-schedule items in contract for works with finance Concurrence	Full Powers	Full Powers	Full Powers	



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
Note for item 8:					
1. It should be ensured that the rates sanctioned for such non- schedule items, are comparable to the rates for similar works executed in the area.					
2. Rates should be derived from Last Accepted rates of SOR/NS items of similar conditions and where new items can not be derived from such SOR/NS items, market rates should be taken. Rates of such NS items accepted without finance concurrence cannot be quoted as Last accepted rate (LAR) for justifying similar rates in future tenders.					
3. The variation shall be governed as per notes in item no 9 of this SOP works matters Part-A.					
9.	Variation in quantities specified in contracts (A) Increase in quantities specified in the Contract.	PHOD/ HOD Full powers (Provided the conditions given in the remarks column are adhered to and the revised monetary value of the amended contract does not exceed their current power of Tender acceptance).	DRM/ADRM/ CWM (in SAG) Full powers (Provided the conditions given in the remarks column are adhered to and the revised monetary value of the amended contract does not exceed their current power of Tender acceptance).	SG/JAG/SS (Independent Charge) Full powers (Provided the conditions given in the remarks column are adhered to and the revised monetary value of the amended contract does not exceed their current power of Tender acceptance).	Authority: 1. Rly Board's letter No. 94/CE-I/CT/4 dt. 17.10.02. 2. Rly Board's letter No. 2007/CE-I/CT/18 dt. 28-9-2007. 3. Rly Board's letter No.2007/CE-I/CT/18/Pt.XII dated 31.12.2010. 4. Railway Board's letter No.2007/CE-I/CT/18/Pt.XII dated 08.07.2016. 5. Railway Board's Transformation Cell Letter no 2017/Trans 01/policy dated 08.02.2018. 6. (Authority: RB Ltr no 2017/Trans/01/Policy dated 27-03-2018) 7. Board, letter no 2017/Trans/01/Policy dated 18.10.2017 8. Board's letter No. 2018/TF/Civil Works dt 12.06.2018
Notes for Item 9 (A)					
1. Individual NS items in contracts shall be operated within variation upto plus or minus 25% and payment would have made as per the agreement rate. For this no finance concurrence would be required.					
2. For the tenders accepted at the Zonal Railways level, the variation in quantities will be approved by the authority in whose current tender acceptance powers, the revised value of the agreement lies.					



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
3.	In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity (100% i.e., the original quantity + 25% i.e., quantity over and above the original quantity) subject to the following conditions:				
a.	Since there is an in-built rate reduction Clause of 2% & 4% for variation between 125% & 140% & between 140% and 150% respectively on the accepted rates it will only require the prior approval of the Tender Accepting Authority (TAA) who is an officer not below the rank of JAG without finance concurrence subject to other conditions mentioned in Clause 42(4) of GCC 2014.				
b.	However, a Supplementary Agreement/Addendum to original Agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of JAG, which needs to be vetted by Associate Finance.				
c.	Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.				
d.	Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.				
4.	Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of Associate Finance and shall be paid at 96% of the rate awarded for that item in that particular tender.				
5.	The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.				
6.	Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with the existing contractor, with personal concurrence of PFA and personal sanction of General Manager.				
7.	The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.				
8.	No such quantity variation limit shall apply for foundation items.				
9.	As far as SSR/SOR items are concerned, the limit of 25% would apply to the value of SSR/SOR schedule as a whole and not on individual SSR/SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).				
10.	For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.				
11.	The aspect of Vitiating if any, shall be governed as per Railway Board's Transformation Cell Letter no 2017/Trans 01/policy dated 08.02.2018.				
12.	In zonal contracts, the variation in the contract should not exceed 25% of the contract value				
13.	Overall agreemental Value, arrived at by adding the positive variation and subtracting the negative variation from the accepted value of the contract, shall be taken for deciding the competency of sanction. (Authority: RB Ltr no 2017/Trans/01/Policy dated 27-03-2018)				
14.	The estimate provision/ preparation of revised estimate shall be ensured. The extant rules for excess over estimate, if any, due to escalation/ other than escalation, shall be followed.				



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAC	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(B) decrease in quantities specified in contract.	Full Powers In respect of contracts the amended contract does not exceed their current power of Tender acceptance)..	Full Powers In respect of contracts accepted by them.	<u>SG/JAG/SS (Independent Charge)</u> Full Powers In respect of contracts accepted by them.	<i>Authority:</i> 1. Railway Board's letter No.2007/CE-I/CT/18/ Pt. XII dated 31.12.2010
<p>Note for above item 9 (B):</p> <ol style="list-style-type: none"> (a)The contract signing authority can decrease the items up to 25% of individual items without finance concurrence. (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. (c) It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage. <ol style="list-style-type: none"> The aspect of Vitiation if any, shall be governed as per Railway Board's Transformation Cell Letter no 2017/Trans 01/policy dated 08.02.2018. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value. No such quantity variation limit shall apply for foundation items. 					
10.	Extension to the date of completion of contracts for works or supplies.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	<u>SG/JAG/SS (Independent Charge)</u> Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	<ol style="list-style-type: none"> Finance concurrence is not necessary. Extension is governed as per clause 17 of GCC. For service contract the extension will be as per GCC of service contract. <i>Authority:</i> <ol style="list-style-type: none"> Para-1266 and 1267 of Engg. Code and Para-445 of Stores Code Vol. I
11.	Advances to Contractors (A) Mobilization Advance	Full Powers as per terms of accepted tender.	<u>DRM/CWM in SAG)</u> Full Powers as per terms of accepted tender.	Nil	<i>Authority:</i> <ol style="list-style-type: none"> Railway Board Letter No.2007/CE-I/CT/18/ Pt.3 dated 23.05.2012. Railway Board Letter No. 2007 /CE-I/CT /18/Pt.3 New Delhi, dated 22.01.2018 (CS 54 of IR Code of Engineering)



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAC	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(B) advance against new plant & machinery.	Full Powers as per terms of accepted tender.	DRM//CWM in SAG) Full Powers as per terms of accepted tender.	Nil	
Notes for Item 11					
<ol style="list-style-type: none"> 1. Finance concurrence is not necessary. 2. Grant of advances is to be restricted to such of works which are capital intensive, specialized in nature and for high value tenders of Rs.25 Crs and above 3. Suitable provisions may be included in the Special conditions of the tender so that: <ol style="list-style-type: none"> a. Stipulations of GM's delegation under item no. 48 shall be followed. b. All Relevant Conditions and Method of Recovery of Interest may be fulfilled as per the ACS No 46& 54 to Para 1264 of IRC for Engineering department and subsequent Railway Board guidelines from time to time should also be followed. 					
	(C) (i) Release of Performance Guarantee	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	SG/JAG/SS (Independent Charge) Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	1. Finance concurrence is not necessary. 2. To be released after satisfactory completion of the work duly deducting dues if any, no finance Vetting/ concurrence required.
	ii) Refund of Earnest Money and Security deposit of contractors	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	1. To be released after expiry of the Maintenance period duly deducting dues if any, no finance Vetting/ concurrence required.
	(D) (i) Determination of amount of Liquidated Damages recoverable from contractors failing to fulfil contracts for	Full Powers within their current powers of signing	Full Powers within their current powers of signing of	SG/JAG/SS (Independent Charge)	1. Finance concurrence is not necessary. Authority:



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	works in accordance with Clause-17 B of GCC	of Contract Agreements as per Item no 6 above.	Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	1. Para-1267 of Engg. Code & Clause 17 B of General Conditions of Contract (GCC).
	(ii) Levy of Token penalty recoverable from contractors while granting extension of contract under Clause 17 B of GCC.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	SG/JAG/SS (Independent Charge) Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	1. Finance concurrence is not necessary. 2. Token Penalty shall be quantified. <i>Authority:</i> 1. Para-1267 of Engg. Code & Clause 17 B of General Conditions of Contract (GCC). 2. Rly. Bd's letter No. 2007/CE-1/CT/18, dt. 28-09-07.
	(iii) Waiver of Liquidated damages /Token Penalty recovered from contractors.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	SG/JAG/SS (Independent Charge) Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	1. Finance concurrence is necessary. <i>Authority:</i> 1. Para-1267 of Engg. code & Clause 17 B of General Conditions of Contract (GCC). 2. Rly. Bd's letter No. 2007/CE-1/CT/18dated 28-09-07
	(E) Forfeiture of Earnest Money Deposit and Security Deposit and encashment of Performance Guarantee for works.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above. In respect of contracts accepted	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	SG/JAG/SS (Independent Charge) Full Powers within their current powers of signing of Contract	<i>Authority:</i> 1. Para-1243 and 1244 of Engg. Code. 2. Rly. Bd's letters No.2003/CE-1/CT/4/PT. I dt. 12-05-06 & No. 2007/CE-1/CT/18, dt. 28-09-07.



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
		by GM and higher authority the powers will be exercised by PHOD.		Agreements as per Item no 6 above.	
Notes for item 11 (E):					
<ol style="list-style-type: none"> Finance concurrence is not necessary. Contract signing authority shall forfeit the SD and advise in writing to associate accounts to ensure credit to earnings in the same month with a copy to the contractor. Contract signing authority shall advise in writing for encashment of PG to associate accounts to ensure realization from the Bank Credit to earnings in the same month with a copy to contractor. 					
12.	To cancel/ Terminate contracts in accordance with the conditions of contract.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	SG/JAG/SS (Independent Charge) Full Powers within their current powers of signing of Contract Agreements as per Item no 6 above.	Authority: 1. Para-1270 of Engg. code. 2. Board's Ir.No.87/W1/CT/5 dt.18.12.87
Notes to Item 12					
<ol style="list-style-type: none"> No finance concurrence required for determination of contract under Clause 62 of GCC Finance concurrence is necessary for determination of contract under Clause 61 of GCC. The cancellation/termination of contracts shall be conveyed to the contractor under the signature of the authority not lower in rank than the contract signing authority. 					
13	Revocation of termination of contracts.				
	(A) After issue of 48 hours notice but before issue of final termination notice in terms of clause 62 of GCC.	The Contract is alive till the notice of Termination is issued. As such, there is no need of its revival during this period. Notice may be withdrawn if the contractor is able to demonstrate his earnest intention to re-start the work to the satisfaction of the Agreement Signing Authority.			
	(B) After issue of final termination notice	Once the formal notice of Termination had been issued, revival of the contract, even if on the same terms and conditions, is possible only as a single tender.			
Notes to Item 13:					
1. Board's letter No. 99/CE-I/CT/28 dated 24.05.2001.					



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
14	(A) Re-appropriation of Revenue Grants	Full powers to distribute/redistribute the budget of their Department between Divisions/units under same Demand (sub-major head), same PU with concurrence of FA&CAO/Budget.	<u>DRM/CWM</u> Full powers to re-appropriate the budget allotted to the Division/unit for same department, same demand/sub major head and same PU between sub-heads with Associate Finance concurrence. ADRM: NIL	NIL	<ol style="list-style-type: none"> 1. Powers of Zonal Railways for re-appropriation under revenue grants will be communicated by Rly.Bd in the letters advising spending units. (Authority: Boards's letter No. 2011-B-174 dt:03.07.2015.) 2. As per Board's letter No.2018-B-200/SL dt:23.04.2018, Zonal Rlys may carry out re-appropriations suitably between Pus 27, 28 and 32 in view of safety related urgency during 2018-2019. These powers will be vested with GM and requires Finance Concurrence.
	(B) Re-appropriation of funds from one work to another under same plan head/ same source of fund in respect of Lumpsum works under Demand No.16	Full powers to distribute/redistribute the Lumpsum outlay (i.e., for works costing less than Rs 2.5 cr each), as per pink book for current financial year, among Divisions/Units during the year as per BG/RG/FG within the same plan head and source	Full powers to re-appropriate from one sanctioned lumpsum work to another sanctioned lumpsum work of the Division/Unit as per progress/priority within the same plan head and source, subject to not exceeding the total outlay for the year for Lumpsum works as advised by plan head Coordinator. Finance Concurrence of associate Finance is required.	NIL	<ol style="list-style-type: none"> 1. General Guidelines for re-appropriation as contained in the extant Board's letter/orders should be followed. 2. Outlay for works costing below Rs. 2.5 crores (Lumpsum) for 'New works' and 'works in progress' cannot be clubbed and have to be treated distinctly.



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(C) Re-appropriation of funds from one work to another under same plan head and same source of fund for itemised works under Demand No.16	NIL	NIL	NIL	1. GM's approval with Associated Finance concurrence is required. 2. Sanction Memorandum should be generated only through Budget VPN 3. Instructions as per Rly.Bd's letter No. 2011-B-174 dt:03.07.2015, 16.02.2017 and any other orders issued separately are applicable as amended from time to time.
	(D) Re-appropriation of funds from one plan head to another plan head/from one source to another source of fund in respect of itemised works under Demand No.16	NIL	NIL	NIL	Need to be referred to Railway Board for sanction with the recommendation of GM and vetting of FA&CAO/Budget (Authority Rly.Bd letter No. 2011-B-174 dt:03.07.2015 and 16.02.2017).
	(E) For Other Instructions on Reappropriation, Refer Annexure-E				
15.	Special repairs (i.e.) other than ordinary repairs and maintenance excluding repairs due to flood damages to -				
	(A) Officer's bungalows.	<u>PCE / CEE</u> Full Powers	<u>DRM</u> Full Powers	Nil	
	(B) Quarters for Group C & D staff.	<u>CE / CEE</u> Full Powers	<u>DRM / ADRM</u> Full Powers	<u>JAG</u> Full Powers	
	(C) Other than staff quarters.	<u>CE / CEE</u> Full Powers	<u>DRM /ADRM/ CWM</u> Full Powers	<u>JAG</u> Full Powers	
	(D) Rolling stock.	<u>CME / CEE</u> Up to Rs.50 lakhs in each case.	<u>DRM/CWM</u> Up to Rs.5 lakhs in each case.	Up to Rs. 1 Lakh in each case	



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	<p>(c) Repair on single tender basis with OEM or authorised dealer of OEM.</p> <p>(d) Annual Maintenance Contract on other than single tender basis</p> <p>(e) Annual Maintenance Contract on Single tender basis with OEM or authorised dealer of OEM.</p>	<p>Full power with Associate Finance Concurrence</p> <p>Full power with Associate Finance Concurrence</p> <p>Full power with Associate Finance Concurrence</p>	<p>Full power with Associate Finance Concurrence</p> <p>Full power with Associate Finance Concurrence</p> <p>Full power with Associate Finance Concurrence</p>	<p>with Finance Concurrence</p> <p>SG/JAG/SS(IC) Rs 50,000/per case with Finance Concurrence subject to annual limit of Rs 5 lakh.</p> <p>SG/JAG/SS(IC) – Rs 5 lakh, per case with Finance Concurrence</p> <p>Unit Incharges (JAG/SG) Rs 2 lakh per case with annual ceiling of Rs 30 lakh finance concurrence</p>	<p>sanctioning authority has to satisfy himself in this regard.</p>
39	<p>Repair /AMC of equipments (other than T&P and M&P) including rolling stock equipments, S&T equipments, electrical equipments, Engineering equipments etc.</p> <p>(a) Expenditure on diagnosis of fault</p>	<p>Full power with Associate Finance Concurrence</p>	<p>Full power with Associate Finance Concurrence</p>	<p>SG/JAG/SS(IC) – Upto Rs.25,000 , per case with overall</p>	<p><i>Authority</i></p> <p>1. Rly Bd letter no 2011/F(X) II/5/11 dated 15.06.2016.</p> <p>2. Board, letter no 2017/Trans/01/Policy dated 18.10.2017</p> <p><i>For (a) Finance concurrence is necessary above Rs.15,000/-.</i></p>



S.No.	Nature of Powers	PHOD/CHOD /HOD	DRM/ADRM/ SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
	(b) Repair other than single tender basis	Full powers as per their powers in case of Open Tenders/Quotations of Works Matters	Full powers as per their powers in case of Open Tenders/Quotations of Works Matters	annual limit of Rs 1 lakh only. Full powers as per their powers in case of Open Tenders/Quotations of Works Matters	<i>For others, Finance concurrence is necessary.</i> AMC shall be resorted to only when the maintenance cannot be done through departmental staff/ resources. Approving / sanctioning authority has to satisfy himself in this regard.
	(c) Repair on single tender basis with OEM or authorised dealer of OEM.	Full power with Associate Finance Concurrence	Full power with Associate Finance Concurrence	SG/JAG/SS(IC) Rs 50,000/per case subject to annual limit of Rs 5 lakh.	
	(d) Annual Maintenance Contract on other than single tender basis	Full powers as per their powers in case of Open Tenders/Quotations of Works Matters	Full powers as per their powers in case of Open Tenders/Quotations of Works Matters	SG/JAG/SS(IC) – Rs. 5 lakh, per case with Finance Concurrence	
	(e) Annual Maintenance Contract on Single tender basis with OEM or authorised dealer of OEM.	Full power with Associate Finance Concurrence	Full power with Associate Finance Concurrence	Unit Incharges (JAG/SG) Rs 1 lakh per case with annual ceiling of Rs 30 lakhs finance	



S.No.	Nature of Powers	PHOD/CHOD/HOD	DRM/ADRM/SAG	Divisional Officers, Extra Divisional Officers & Officers in Headquarters	REMARKS
				concurrence	
40	Hire of Plant and Machinery from outsiders or Govt. Bodies in case of emergency	<u>PHOD only</u> Full Powers	<u>DRM/CWM (in SAG)</u> Full powers	<u>SG/JAG</u> Up to Rs.50,000	1. Finance concurrence is necessary for transaction of more than Rs. 50,000/- <i>Authority:</i> 1. Para 1923-S
41	Hiring of Trucks/Mini trucks/equivalent in the same segment as required for transportation of material on regular basis or on a case to case basis /for day to day maintenance of Track/Track machines/Bridges/electrical/mechanical/S&T assets and for supervisory staff in construction projects and workshops.	<u>PHODs for Extra Divl. Unit/COC/C for construction</u> Full powers with finance concurrence subject to certificate that no Railway vehicle is available --	<u>DRM/ADRM/CWM (in SAG)</u> Full powers with finance concurrence subject to certificate that no Railway vehicle is available. --		<i>Authority:</i> 1. Item No.17 Note 2 of IRFC Vol. I 2. Rly. Bd. letter No. 2006/PW/II dt. 21.11.2006, 07.02.2007, 15.5.2007 & 11.10.2010 CS No. 6 dtd 10.2.2015 3. Rly. Bd. Letter No. F(X)II-2006/PW/11 dtd 10.10.17 <i>Note:</i> 1. Approval of DRM should be obtained only when ADRMs are not posted in the division. 2. Proper record should be maintained for watching the expenditure towards hiring of Trucks/Mini Trucks. 3. There should be clear availability of funds under proper allocation of head. 4. As far as possible division should assess its requirement for the year and enter into a rate contract. <i>Authority:</i> 1. RB Ltr No. 2017/Trans/01/Policy dt.



Annexure 'A'

I. ACCEPTING AUTHORITY FOR WORKS TENDERS:

SL	Powers of Acceptance of Works Tender	Accepting Authority
1	Upto Rs 50 Lakh	Selection grade/JA Grade/Sr. Scale holding independent charge, subject to stipulations mentioned in Railway board's letter no 2017/CE-I/CT/9 dated 11.09.2017
2	Upto Rs 4 Crore	Selection grade/JA Grade
3	Above Rs 4 Crore and upto Rs 20 Crore	SAG/ADRM/CWM(in SAG), including ADRMs in NFSAG
4	Above Rs 20 Crore and upto Rs 50 Crore	DRM/CWM(SAG)
5	Above Rs 20 Crore and upto Rs 300 Crore	PHOD/CHOD/ AGM
6	Above Rs 20 Crore and upto Rs 300 Crore	CAO/RE in HAG
7	Above Rs 20 Crore and upto Rs 500 Crore	CAO/Construction in HAG
8	Full Powers	General Manager

Constitution of Tender Committees shall be as per the decision of Zonal Railway

Authority:

- 1) Board's letter No. 2017/Trans01/Policy dated 26.12.2017
- 2) Board's Letter No.2017/CE-I/CT/9 dated 11.09.2017
- 3) Board's Letter No.2015/CE-I/CT/O/20/1 dated 14.09.2017
- 4) Board's Letter No.2015/CE-I/CT/O/20/1 dated 03.04.2017
- 5) Board's Letter No. 2017/Trans/01/Policy/Pt-S dated 02-02-2018
- 6) Board's letter No. 2018/TF/Civil Works dt 12.06.2018

Annexure 'B' - DELETED



Annexure 'C'

All Stores related matters pertaining to procurement of spares, consumables, and small tools for Track machines and Small Track machines as mentioned in Item 31(a) including Constitution of tender committee and accepting authority etc, shall be as per SOP on Stores matters (Part –D).

Annexure 'D'

Constitution of Tender Committee and Accepting Authority for Consultancy Contracts (Standing Tender Committee)

Shall be as per the Railway Board letter no No. 2017/Trans/01/Policy dated: 27 - 11- 2017 on the subject Process Reforms – Engagement of Consultants”

Constitution of Tender Committees shall be as per the decision of Zonal Railway



Annexure E

(Reappropriation)

Annexure 'E(i)'

A) General:

1. Re-appropriations should be done in exceptional cases only and when it is known/anticipated that the work from which funds are being re-appropriated will not be utilized in full or if savings can be effected in the appropriation/outlay for the work.
2. All re-appropriations shall be processed for sanction of GM/Railway Board by the concerned nodal department/branch based on the recommendation of the user department/branch. Prior Concurrence of Associate Finance is required in all cases. For re-appropriations sanctioned at Zonal Railway level, FA&CAO (Budget) would issue sanction memoranda duly reflecting changed funds position through Budget VPN (Virtual Private Network).
3. All re-appropriation proposals should be accompanied by details as per the Proforma annexed in 'Annexure-E (ii)'.
4. Funds cannot be re-appropriated to a work not having administrative approval and technical sanction of competent Authority.
5. Amount re-appropriated to any work shall not exceed the sanctioned cost of that work.
6. Once funds are diverted from any work through re-appropriation, it renders the work as lowest in priority for that financial year and funds cannot be restored to the work during the financial year. Hence temporary/reverse re-appropriation cannot be resorted to. **Authority: Rly. Board Lr.No.2015-B-174 dated 04.12.15.**
7. Since both itemized works as well as lumpsum provision for works costing below Rs.2.50 Crs. each are Pink Book items, Re-appropriation between/among them is permitted. **Authority: Rly. Board Lr.No.2011-B-174 dated 09.12.2015.**

B) RESTRICTIONS:

1. Re-appropriations cannot be done against the Outlay and during the currency of "Vote on Account" allotment.
2. Re-appropriations are not permissible between: i) Between One Grant (Demand) and another. (ii) Voted and Charged allotments, (iii) Capital, Railway Funds, and Railway Safety Fund and (iv) One Railway Fund and another.
3. *The Re-appropriation may be done, without relating to issue of RE/RG.*

C) DELEGATION OF POWERS:

Refer Item No. 14

D) PRIOR APPROVAL OF RAILWAY BOARD IS NECESSARY FOR THE FOLLOWING:

1. Inter-Plan-Head Re-appropriations within Demand No. 16.
2. Re-appropriations/Re-distribution from/to and among Plan head 21-Rolling Stock (Bulk Order Items).
3. *The outlays for priority/ targeted works are not re-appropriated to non-priority works.*
4. To/From and among works being executed by Rail Vikas Nigam Limited (RVNL).
5. On portions of work constituting 'material modification' which are above Rs.2.5 Crs if the material modification pertains to the current year.
6. *Railways may carry out re-appropriation among pink book itemized works within the same plan head and same allocation head, irrespective of increase in outlay of the Pink Book itemized works due to re-appropriation.*
7. *Railways may carry out re-appropriation from pink book itemized works in all plan heads subject to the original outlay not getting reduced to below Rs. 1 lakh*



with the stipulation that the outlays of priority / targeted works are not re-appropriated to non-priority works.

8. Any Re-appropriations/Re-distribution under allocation EBR (Extra Budgetary resources) eg. PPP, Deposit, Institutional Finance, Market Borrowings/Bonds etc. (Authority: Railway Board's letter No.2011-B-174 dated 03.07.2015, 02.08.2016 & 16.02.2017. Pt 3 & 4 of letter dated 16.02.2017 may be connected to ensure correct compliance).

Annexure 'E(ii)'

**Proforma for dealing with Re-appropriations
(Rs.in thousands)**

Pink Book Item No.	Name of the Work	Plan Head	Latest Sanctioned cost of the work	Financial Progress (%) up to end of previous year	B.E. outlay for the year	Expenditure during the current year till date	Balance outlay in the current year (6-7)	Amount already re-appropriated at zonal/ Local level during the year		Residual outlay for the year (6+9)	Amount now proposed for re-appropriation		Total Outlay after proposed re-appropriation during the year (10+11)	Remarks/ Reasons.
								To (+)	from (-)		To (+)	from (-)		
(1)	(2)	(3)	(4)	(5)	(6)*	(7)	(8)*	(9)*		(10)*	(11)		(12)	(13)
								To (+)	from (-)		To (+)	from (-)		

*To be vetted by associate finance.

- (1) Certified that re-appropriation is being proposed between the work(s) for reasons/remarks mentioned against the same.
- (2) Certified that due to the re-appropriations proposed from the work(s) progress of ongoing work(s) will not be hampered.
- (3) Certified that re-appropriation are being processed strictly in compliance with Board's directives on the subject.

गुणवत्ता नीति

रेलों में यात्री और माल यातायात की बढ़ती मांग को पूरा करने के लिए गुणवत्ता प्रबंध प्रणाली में अनुसंधान, डिजाइनों और मानकों में उत्कृष्टता तथा सतत सुधारों के माध्यम से सांविधिक और नियामक अपेक्षाओं को पूरा करते हुए सुरक्षित, आधुनिक और किफायती रेल प्रौद्योगिकी का विकास करना ।

Quality Policy

To develop safe, modern and cost effective Railway technology complying with Statutory and Regulatory requirements, through excellence in Research, Designs & Standards and Continual improvements in Quality Management System to cater to growing demand of passenger and freight traffic on the Railways.



INDIAN RAILWAYS
Centre for Advanced Maintenance Technology
Maharajpur, Gwalior (M.P.) Pin Code – 474 005