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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA)
ORIGINAL APPLICATION No.109 OF 2023

IN THE MATTER OF:

Satrugan Mehar ... Applicant

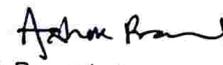
Versus

State of Odisha and Others ... Respondent(s)

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Sr.No.	Particulars of the Documents	Annexure	Page No.
1.	Affidavit	—	960-965
2.	Copy of contract agreement No. 456/IB-FLY OVER/CEC/SECR/2023	R-1	966-986
3.	Copy of contract agreement No. No. SECR/SECRC/Civil/2023/0019	R-2	987-1007

Place:- Kolkata
Date: 16/08/24


Ashok Prasad, Advocate
Counsel for Respondent No. 10

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONAL BENCH, KOLKATA
ORIGINAL APPLICATION No.109 OF 2023

IN THE MATTER OF:

Satrughan Mehar

... Applicant

Versus

State of Odisha and Others

... Respondent(s)

COUNTER AFFIDAVIT ON BEHALF OF SOUTH EAST CENTRAL RAILWAY,
RESPONDENT NO. 10 FOR THE COMPLIANCE OF ORDER DATED
19/07/2024

I, Arpit Saran S/o Shri Sanjay Nigam, aged about 36 years, presently posted as Deputy Chief Engineer/Construction/ Brajrajnagar@Bilaspur, South East Central Railway, do hereby solemnly affirm and declare as under:-

That I have gone through the contents of the Civil Appeal, a copy of which has been supplied to me and having understood the contents and purport thereof, I humbly submit the brief facts and reply of the case for kind consideration of this Hon'ble Court. The Grounds and Question of law raised in the appeal are devoid of substance and merit qua the present case and are liable to be ignored being misconceived and irrelevant.

PRELIMINARY SUBMISSIONS

1. That it is most respectfully submitted that a work is related to Execution of earth work in formation, construction of ROR, minor bridges, major


मुख्य अभियंता (नि.) ब्रजराजनगर/बिलासपुर
Dy.CE/C/BRJN@BSP
द.प.म.रेल्वे, बिलासपुर
Bilaspur

962

bridges, RUBs, supply of track ballast, track linking works, construction of service buildings, Transportation of P. Way materials, supplying, Fabrication and launching of Steel girders with allied associated works in connection with provision of Fly Over at IB station of Bilaspur Division has been awarded to M/s RSA- SK JV, Shri Shyam Tower, Kavita Nagar, Main Road, Avanti Vihar, Raipur Chhattisgarh – 492001.

A copy of Contact Agreement is annexed herewith and Marked as Annexure R-1.

2. And one other work is related to Execution of balance work of earth work, minor bridges, RUBs, service buildings, Quarters, Platform works, FOB, Ballast supply and other miscellaneous works in between Raigarh – Kharsia in connection with Bilaspur – Jharsuguda 4th line Project has been awarded to M/s RSA Infra Project Private Limited, Raipur, Shri Shyam Tower, Kavita Nagar, Raipur Chhattisgarh – 492001.

A copy of Contact Agreement is annexed herewith and Marked as Annexure R-2.

3. That it is humbly submitted that as Chapter IX of Special Condition of Contract para No. 30 and Chapter VI of Special Condition of Contract para No. 30 of the contract condition related to the Contract Agreement No. 456/IB-FLY OVER/CEC/SECR/2023 and Contract Agreement No. SECR/SECR/Civil/2023/0019 respectively Royalty clearance certificate has to be submitted by the contractor.

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उप मुख्य अभियंता(नि.)ब्रजराजनगर/बिलासपुर
Dy.CE/C/BRJN@BSP
इ.पू.म.रेल्वे, बिलासपुर
S.E.C.Railway Bilaspur

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PARAWISE REPLY

4. That with regards to the statements made in paragraph 1 of the Original Application it is submitted that the contentions raised in this paragraph are matter of records nothing admitted beyond that. It is also submitted that where from the contractor is taking out the earth/morrum for the project is not in the purview of the answering respondent. Railways only take the Royalty clearance certificate from the contractor issued by the concerned civil authority as per contract condition supra.
5. That the contents of paragraphs 2 to 33 of the Original Application, it does not pertain to the answering respondent, hence does not warrant any reply.
6. Hence, the present respondent craves leave to submit any other documents time to time if required as the Hon'ble Tribunal may deem fit and proper.
7. In view of the above facts indicated in earlier paragraphs, it is respectfully prayed that this Respondent No. 10, shall abide by any order or direction passed by this Hon'ble Court.

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Handwritten signature
उप मुख्य अभियंता (नि.) ब्रजसज्जनागर/बिलासपुर
Dy. CE/C/BRJN@BSP
दू. प्र. रेल्वे, बिलासपुर
S.E.C. Railway Bilaspur



964



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
(EASTERN ZONAL BENCH, KOLKATA)
ORIGINAL APPLICATION No.109 OF 2023

IN THE MATTER OF:

Satrughan Mehar

... Applicant

Versus

State of Odisha and Others

...Respondent(s)

AFFIDAVIT

I, Arpit Saran S/o Shri Sanjay Nigam, Aged about 36 years, presently posted as Deputy Chief Engineer/Construction/Brajrajnagar@Bilaspur South East Central Railway, Bilaspur (CG) do hereby solemnly affirm and state on oath as under:

1. That I am working as Deputy Chief Engineer/Construction/Brajrajnagar@ Bilaspur, South East Central Railway and herein this petition representing all the respondents and as such fully conversant with the facts of the case.
2. That the attached Reply has been got prepared by my counsel as per the instructions provided by the department. The contents of the reply made in paras 1 to 7 are true and correct to the best of my personal knowledge and belief, which is based on records.
3. That the legal submissions made therein are based on the legal advice sought by me and believe to be true and correct.

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DEPONENT

प्रमुख अभियंता (नि.) ब्रजराजनगर / बिलासपुर
Dy.CE/C/BRJN@BSP
दू.पू.म.रेल्वे, बिलासपुर
S.E.C.Railway Bilaspur

Santosh Kumar wastrang
NOTARY, BILASPUR
Reg. No. - 17766
Ex. Dt. - 13/12/2024

10 AUG 2024

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VERIFICATION

I, Arpit Saran, the deponent do verify that the contents of this affidavit made in paras 1 to 3 are true and correct to my personal knowledge and belief. No part of it is false or untrue.

Hence verified and signed on this 10th of August, 2024 at Bilaspur.

Kali Kant
Identified by me
Advocate
(Kali Kant)

Arpit Saran
DEPONENT

उप मुख्य अभियंता(नि.) ब्रजराजनगर/बिलासपुर
Dy.CE/C/BRJN@BSP
दू.पू.म.रेल्वे, बिलासपुर
S.E.C.Railway Bilaspur

SOLENNY AFFIRMED OR SWORN
BEFORE ME BY THE WITHIN NAMED
SIGNED/THUMB IMPRESSION.
मेरे सामने इस दस्तावेज संबंधित व्यक्ति ने
पत्रकार/बटलर/कर्मचारी के रूप में आज पत्र और
इस दस्तावेज पर हस्ताक्षर किया

Santosh Kumar Wastakar
NOTARY
Bilaspur (C.G.)

10 AUG 2024



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Contract Agreement No.	456, IB-FLY OVER/ CEC/SECR/2023.
Name and Address of the Contractor (s)	M/s RSA-SK JV Shri Shyam Tower Kavita Nagar, Main Road, Avashti Vihar Raipur, Chhattisgarh-492001
Name & place of work	Execution of earth work in formation, construction of ROR, minor bridges, major bridges, RUBs, supply of track ballast, track linking works, construction of service buildings, Transportation of P.Way materials, supplying, fabrication and launching of Steel girders with allied associated works in connection with provision of Fly Over at IB Station of Bilaspur Division.
Approximate value of contract	Rs 175,53,24,134.63 (Rs. One Hundred Seventy Five Crore Fifty Three Lakhs Twenty Four Thousand One Hundred Thirty Four and Sixty Three paise).
Date of completion	30 (Thirty months) i.e. from 03.11.2022 upto 03.05.2025
Chargeable Estimate No:	Modified RE/FLY OVER/IB/2020

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RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

कार्यपालन अभियंता (निर्माण)
Executive Engineer (Con.)
वर्कशॉप पूर्व मध्य रेलवे, बिलासपुर
S.E.C. Railway, Bilaspur

Draft Agmt

मुख्य इंजीनियर (निर्माण) /
Chief Engineer (Con.)
ट. पू. म. रेलवे, बिलासपुर
S.E.C. Railway, Bilaspur

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CHAPTER - IX**SPECIAL CONDITIONS OF CONTRACT****1. General:**

The following documents (including addendum slips, Correction slips, Corrigendum slips issued upto date of opening of the tender) shall govern the works under this contract, in addition to and /or in part suppression of the USSOR - 2010 of South East Central Railway & Indian Railways Standard General Conditions of Contract published in April-2022. 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, following shall be the order of precedences:

- (i) Letter of Award/Acceptance (LOA).
- (ii) Bill(s) of Quantities.
- (iii) Special conditions of contract.
- (iv) Technical Specifications as given in tender documents.
- (v) Drawings.
- (vi) Indian Railways Standard General Conditions of Contract updated with correction slip issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (vii) Indian Railways Unified Standard Specifications (Works and Materials)-2010, Vol. I & II, updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Document, if applicable in the contract.
- (viii) CPWD Specifications'2019, Vol-I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (ix) IR Specifications/Guidelines updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (x) Relevant B.I.S. Codes updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (xi) S.E.C. Railway SOR-2006 (For P. Way work)

In case of conflict between provisions of IRS/IRC/IS specifications the precedence will be in the same order.

Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

In case of any ambiguity, the decision of Chief Administrative Officer (Construction)/South East Central Railway/Bilaspur shall be final & binding.

2. All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of clause No.63 of Indian Railways Standard General Conditions of Contract published in April-2022.

3. Change of address: Any change in the address of the Contractor, shall be forthwith intimated in writing to Engineer. The Railway will not be responsible for any loss or

Signature of Tenderer(s)/Contractor(s) कार्यालय अधीन (निर्माण) For Chief Engineer(Con)/I/BSP

Signature
RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

Draft Sign

Signature
मुख्य इंजीनियर (निर्माण) /
Chief Engineer (Con.) /
द. पू. न. रतवे, बिलारपुर
S.E.C. Railway, Bilaspur

968 *

	inconvenience suffered by the Contractor on account of his failure to comply with this.
4.	<p>Office communication:</p> <p>The contractor shall maintain Mobile number, a FAX machine, e-mail on registered email ID and a telephone connection in his office in working condition throughout the currency of the contract through which the Railways may be able to pass on any instructions to him. In case of any change, the same shall be advised to the Railway.</p> <p>As a measure to improve quality and progress of work, mobile communication should be available with the contractor's site engineer so that he can be contacted by railway.</p>
5.	<p>Deployment of plant and machinery: The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer. Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.</p>
6.	<p>Damages By Accidents/Rain/Flood/Cyclones/Earthquake etc.:</p>
6.1.	<p>The contractor(s) shall take all precautions against damages from accidents, rain, floods, cyclone earthquake or tides etc. No compensation shall be allowed to the contractor for his tools, Plants, materials, machines other equipment lost or damaged by any cause whatsoever. The contractor(s) shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration, lost or damaged by any cause during the course of construction work. Contractors are solely responsible for safety and security of his all resources and have to arrange to same in case any loss or damage so as to adhere to the program of completion of the work. Neither party shall by reason of such event be entitled to terminate the contract.</p>
6.2.	<p>The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs that may have occurred from any cause whatsoever, to any part of the new structures during currency of contract. No claims in this regard will be arbitrable.</p>
7.	<p>The contractor has to take all precautions required to be taken for working in the electrified territories. Railways will not be responsible for any loss to life of Contractor's workmen. In case of any mishap, the decision of the Railway will be final & the agency has to bear the cost of the damages for which it is held responsible by the Railways.</p>
8.	<p>The contractors have to make their own arrangement for barricading/protection arrangements required for safety of their labour, tools, plants and machineries, as well as the train/road traffic from any mishap due to any reason.</p>
9.	<p>In case of emergency, such as in the event of any accident or failure of contractor for completion or maintenance of the works which is in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute such work or part of the necessary work or carry out repairs, if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof to the contractor(s), as shall be determined by the Engineer-in-charge to the Contractor.</p>
10.	<p>Night work: 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</p>

Signature of Tenderer(s)/Contractor(s)

[Signature]
RSA-SK JOINT VENTURE

56 *[Signature]* For Chief Engineer (Con) / BSP
 भारतीय रेलवे (भारत)
 Executive Engineer (Con)
 सहायक प्रमुख (भारत)
 S.E.C. Railway, Bhubaneswar
 Chief Engineer (Con) /
 भारतीय रेलवे, भुवनेश्वर
 Railway, BHUBANESWAR

969

	<p>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.</p> <p>The Contractor at his own cost shall make all arrangements including adequate lighting in this connection. He will be responsible for safety and security of the labour and equipments and take all precautions for the same.</p>
11.	<p>Service Roads: The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor within or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor. All approaches to take the tools and plants to the site of work/river bed shall be made by the Contractor(s) and no extra payment will be made for this.</p>
12.	<p>Recovery of water charges: The contractor shall be responsible for the arrangements to obtain supply of water necessary for the work. In case the Railway arrange supply of water, the cost will be recovered at the rate of Rs.2/- (Rupees Two only) per 4546 liters (1000 gallons) subject to the conditions stipulated in Clause -31 of the Indian Railway Standard General Conditions of the Contract, April-2022. In the event of water being used from Railway well/other source either in use or abandoned recovery at the rate of Rs.2/- per 4546 liters (1000 gallons) will be made.</p>
13.	<p>Electricity</p> <p>(a) Any electric supply required at site for whatsoever purpose, shall be arranged by the Contractor/s. The Contractor/s shall be responsible for the arrangements for obtaining electric supply at his own cost, and rates quoted shall include the cost of providing electric supply arrangements required for the work.</p> <p>If required by Contractor/s, the Railway Administration may give required assistance in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.</p> <p>(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.</p>
14.	<p>Loss of Work Orders: If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of Rs. 100/- (Hundred only) for each work order shall be imposed on him</p>

Signature of Tenderer(s)/Contractor(s)

RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

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सहकारिता (निर्माण)

For Chief Engineer(Con)/I/BSP

S.E.C, Railway, Bilaspur

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	for the issue of a duplicate copy.
15 (a).	Income Tax Deduction: In respect of works, the contract value of, which is more than Rs.10,000/- each, a deduction of 2% and cess if any at the extant rate on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991.
15 (b).	GST: The contractor shall get himself registered with appropriate Authority for the purpose of Goods & Service Tax as the case may be and submit the proof of such registration for the information of Railway. The Tax at the prescribed percentages will be deducted from contractor's bills as per the respective State Government acts.
16.	Provision of Efficient and Competent staff at Work Sites by the Contractor:
16.1.	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.
16.2.	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.
16.3.	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 Indian Railway Standard General Conditions of Contract published in April-2022.
17.	Hire of Railway's Plant & Machinery: It would be clearly understood that it is entirely the Contractor's responsibility and liability to procure all the machinery, tools and plants, and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or due to difficulty in importing or any other causes whatsoever, will not be taken as an excuse for slow or nonperformance of work. The Railway may at their discretion give on hire to the Contractor any plant as considered necessary by the engineer, if available with Railway. However it does not guarantee hiring any machinery and it shall not entertain any claim or compensation due to Railways inability to supply any plant/machinery or the condition of the railway's plant/machinery supplied on hire shall not be taken as an excuse for slow progress or for non-performance of the work.
18.	Hire charges of Plant & Machinery: The railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for

Signature of Tenderer(s)/Contractor(s)

RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

58 For Chief Engineer(Con)/BSP
कार्यपालन अभियंता (निर्माण)
Executive Engineer (Con)
दक्षिण पूर्व मध्य रेलवे बिलासपुर
S.E.C. Railway, Bilaspur

S.E.C. Railway Bilaspur

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	the plant and machinery given by the railway will be evaluated by the Railway Administration and intimated to the contractor in advance.
19.	Running expenses: - Running expenses including fuel, lubricant and other stores and labour if any supplied by the Railway will also be paid for by the contractor at rates to be determined by the Railway. The contractor should make his own arrangement for taking delivery of fuel, lubricant and other stores, transporting the same to site of work and storing or use as per prescribed rules. In case of such supply of fuel, lubricant and other stores the actual cost plus 7% (for storing etc.) increased by 12% for supervision charges and for the labour supplied, the actual pay and allowances granted to the Railway servant with additional percentage charges laid down in Para 258 of the Indian Railway Establishment code volume- II plus 12% supervision charges shall be charged. Recoveries on this account will be made from the contractor's running bills. It must be noted that no claims will lie with the Railway for it's liability to supply fuel, lubricant and other stores aforesaid for late supply.
20.	Right to Recall: The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.
21.	Statutory Certificate Etc.: While the machine(s) is/are in the possession of the contractor(s), he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.
22.	Storage of Railway Materials: The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer or his representative at all times.
23.	Released materials such as boulders from existing pitching, if dismantled, trees if cut, etc will be Railways property. The materials have to deposited at the nearest Railway store depot/Railway station or as desired by the Engineer-in-Charge and payment for leading/transportation will be made as per USSOR 2010. No extra rates for cutting trees or jungle clearance will be paid. Weighment arrangements will have to be made by the contractor and the cost of such weighment is deemed to have been included in the rates.
24.	Maintenance Period: The maintenance period is subject to the conditions stipulated in Clause-47 of the Indian Railway Standard General Conditions of the Contract, April-2022. In this case the

Signature of Tenderer(s)/Contractor(s)

[Signature]

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कार्यपालन अभियंता (निर्माण)
Executive Engineer (Con)
दक्षिण पूर्व मध्य रेलवे, बिलासपुर
S.E.C Railway, Bilaspur

For Chief Engineer(Con)/I/BSP

[Signature]

RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

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[Signature]

S.E.C, Railway, Bilaspur

	maintenance of the assets/tracks/lines etc. as laid/constructed will be as per the item No.15 of Schedule-'1' on the payment basis. Monsoon period is defined as from 15 th June to 15 th September.
25.	Extension of time of Contract- Extension of time in contract will be governed by the Clause.No.17, 17-A & 17-B of Indian Railway Standard General Condition of Contract, April-2022.
26.	IS/IRS Specifications: Wherever any reference to Code, specification etc. is made in this document, it shall be taken as a reference to the version issued upto the date of publication of Tender Notice. If any other version of the code or specification is to be made applicable for any item(s), the rates for that item(s) shall be mutually negotiated.
27.	Tree Cutting: If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer or his representative of the work. Unauthorised felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers, or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.
28.	Approval of Samples of Material: All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer. Contractor shall submit samples of materials to be used in the work.
29.	Mode of payment for running/final bills: All the payments will be made through Electronic Fund Transfer /DD/Remote pay out by State Bank of India or as decided by the Railway Administration.
30.	Royalty clearance certificate: Payment of final bills for materials supplied /or for works done with materials collected from outside Railway shall be subject to submission of a royalty clearance Certificate by the contractors from concerned Civil Authorities. However, Railway may ask for such royalty clearance certificates any time during the currency of the Agreement. If royalty clearance certificate is not submitted at the time of preparation of bills, the royalty shall be deducted at prevailing rates and shall be refunded after production of royalty clearance certificate in original from State Government.
31.1.	Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the contractor with his tender will be retained/encashed by the Railways as part of Security for the due and faithful fulfilment of the contract by the contractor. Provided further that, if

Signature of Tenderer(s)/Contractor(s)

RSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

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कार्यपालन अभियंता (निर्माण)
Executive Engineer (Con)
दक्षिण पूर्वांचल रेलवे विभाग
S.E.C. Railway, Bilaspur

Draft Agent

For Chief Engineer(Con)/I/BSP

मुख्य इंजीनियर (निर्माण) /1
Chief Engineer (Con.)/1
उ. पू. म. रेलवे, बिलासपुर
S.E.C. Railway, Bilaspur

contractor submits the cash or Term Deposit Receipt issued from a Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond from a Scheduled Commercial Bank of India, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India or may be recovered at the rate of 6% 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.

The irrevocable Bank Guarantee submitted towards security deposit shall be initially valid upto the stipulated date of maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause-17A & 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the contractor to recover from the running bills of a contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs.50 Crores, such refund/return of the already available Security Deposit is permitted upto two times and in a contract of value equal to or more than Rs.50 Crores, such refund/return of the already available Security Deposit is permitted upto 3 times.

31.2. Refund of Security deposit:

- (i) Security Deposit mentioned in para-31.1 above shall be returned to the Contractor along with or after the following:
- Final Payment of the Contract as per clause-51(1) of Indian Railways Standard General Conditions of Contract, April-2022 and
 - Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - Maintenance Certificate issued, on expiry of the maintenance period as per clause-50(1) of Indian Railways Standard General Conditions of Contract, April-2022, in case applicable.
- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause-62(1) of these conditions as per GCC-2022, 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 these conditions as per GCC-2022, the Security Deposit shall not be forfeited.
- (iii) No interest shall be payable upon the Bid Security and Security Deposit or

Signature of Tenderer(s)/Contractor(s)

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BSA-SK JOINT VENTURE

JOINT VENTURE PARTNER

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सहायक अभियंता (निर्माण)
Executive Engineer (Con.)
पश्चिम मध्य रेलवे, बिलासपुर
S.E.C. Railway Bilaspur

अभिमत

For Chief Engineer(Con)/BSP

P
मुख्य अभियंता (निर्माण),
Chief Engineer (Con.)
प. म. रेलवे, बिलासपुर
S.E.C. Railway, Bilaspur

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SOUTH EAST CENTRAL RAILWAY

Name and Address of the Contractor (S)	456/IB-FLY OVER/CEC/SECR/2023
Name & place of work	M/s. RSA-SK JV Shri Shyam Tower, Kavita Nagar, Main Road, Avanti Vihar, Raipur, Chhattisgarh-492001.
Approximate value of contract	Execution of earth work information, construction of ROR, minor bridges, major bridges, RUBs, supply of track ballast, track linking works, construction of service buildings, transportation of P. Way materials, supplying, fabrication and launching of Steel girders with allied associated works in connection with provision of Fly Over at IB Station of Bilaspur, Division.
Date of Completion	Rs. 175,53,24,134.63 (Rs. One Hundred Seventy Five Crore, Fifty Three Lakhs Twenty Four Thousand One Hundred Thirty Four and Sixty Three paise).
Chargeable Estimate No. :	Modified RE/FLY OVER/IB/2020.

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EAST CENTRAL RAILWAY
23/19

T. No. CEC/BSP/22-

CHAPTER-IX

SPECIAL CONDITIONS OF CONTRACT

1.	<p>General :</p> <p>The following documents (including addendum, slips, correction slips, corrigendum slips, issued upto date of opening of the tender) shall govern the works under this contract, in addition to and/or in part suppression of the USSOR-2010 of South East Central Railway & Indian Railways Standard General Conditions of Contract published in April-2022. 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, following shall be the order of precedence's :</p> <ul style="list-style-type: none">(i) Letter of Award/Acceptance (LOA).(ii) Bill(s) of Quantities.(iii) Special Conditions of Contract.(iv) Technical Specifications as given in tender documents.(v) Drawings.(vi) Indian Railways Standard General Conditions of Contract updated with correction slip issued upto date of inviting tender of as otherwise specified in the Tender documents.(vii) Indian Railways Unified Standard Specifications (works and materials)-2010) Vol. I & II, updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Document. If applicable in the contract.(viii) CPWD Specifications' 2019, Vol-I & II updated with correction slips Issued upto date of inviting tender or as otherwise specified in the
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	<p>Tender documents, if applicable in the contract.</p> <p>(ix) IR Specifications/Guidelines updated with correction slips issued Upto date of inviting tender or as otherwise specified in the Tender Documents.</p> <p>(x) Relevant B.I.S. codes updated with correction slips issued upto Date of inviting tender or as otherwise specified in the Tender Documents.</p> <p>(xi) S.E.C. Railway SOR-2006 (For P. Way work).</p> <p>In case of conflict between provisions of IRS/IRC/IS specifications the procedure will be in the same order.</p> <p>Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.</p> <p>In case of any ambiguity, the decision of Chief Administrative Officer (Construction)/South East Central Railway/Bilaspur shall be final & binding.</p>
2.	<p>All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of clause No. 63 of Indian Railways Standard General Conditions of Contract published in April-2022.</p>
3.	<p>Change of Address : Any change in the address of the Contract, shall be forthwith intimated in writing to Engineer to Engineer. The Railway will not be responsible for any loss or inconvenience suffered by the Contractor on account of his failure to comply with this.</p>
4.	<p>Office communication :</p> <p>The contractor shall maintain Mobile Number, a FAX machine, e-mail, on registered e-mail ID and a telephone connection in his office in working</p>

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	<p>condition throughout the currency of the contract through which the Railways may be able to pass on any instructions to him. In case of any change, the same shall be advised to the Railway.</p> <p>As a measure to improve quality and progress of work, mobile communication should be available with the contractor's site engineer so that he can be contacted by railway.</p>
5.	<p>Deployment of plant and machinery : The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer, Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.</p>
6.	<p>Damages by Accidents/Rain/Food/Cyclones/Earthquake etc.</p>
6.1	<p>The contractor(s) shall take all precautions against damages from accidents, rain, floods, cyclone earthquake or tides etc. No compensation shall be allowed to the contractor for his tools, paints, materials, machines, other equipment lost or damaged by any cause whatsoever. The Contractor(s) shall make good damages to any structure, plant or materials of every description belonging to the Railway Administration, lost or damaged by any cause during the course of construction work. Contractors are solely responsible for safety and security of his all resources and have to arrange to same in case any loss or damage so as to adhere to the program of completion of the work. Neither party shall by reason or such event be entitled to terminate the contract.</p>
6.2	<p>The Railway administration will not be liable to pay the contractor any charges for specification or repairs that may have occurred from any cause whatsoever to any part of the new structures during currency of contract. No claims in this regard will be arbitrable.</p>
7.	<p>The contractor has to take all precautions required to be taken for working in</p>

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	<p>the electrified territories, Railways will not be responsible for any loss to life of Contractors' worker. In case of any mishap, the decision of the Railway will be final & the agency has to bear the cost of the damage for which it is held responsible by the Railways.</p>
8.	<p>The contractors have to make their own arrangement for barricading/protection arrangements required for safety of their labour, tools, plants and machineries as well as the train/road traffic from any mishap due to any reason.</p>
9.	<p>In case of emergency, such as in the event of any accident or failure of contractor for completion or maintenance of the works which is in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute such work or part of the necessary work or carry out repairs, if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost to the contractor(s) as shall be determined by the Engineer-in-Charge to the Contractor.</p>
10.	<p>Night Work : - 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.</p> <p>The Contractor at his own cost shall make all arrangements including adequate lighting in this connection. He will be responsible for safety and security of the labour and equipments and take all precautions for the same.</p>
11.	<p>Service Roads: The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All Service roads required by the contractor within or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost.</p> <p>The Railway reserves the right to make use of the service road as and when necessary without any additional payment to the Contractor. All approaches to take the tools and plants to the site of work/river bed shall be made by the</p>

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	Contractor(s) and no extra payment will be made for this.
12.	Recovery of water charges : The Contractor shall be responsible for the arrangements to obtain supply of water necessary for the work. In case the Railway arrange supply of water, the cost will be recovered at the rate of <i>Rs. 2/- (Rupees Two only) per 4546 litres (1000 gallons)</i> subject to the conditions stipulated in Clause-31 of the Indian Railway Standard General Conditions of the Contract, April, 2022. <i>In the event of water being used from Railway well/other source either in use or abandoned recovery at the rate of Rs. 2/- per 4546 litres (1000 gallons) will be made.</i>
13.	Electricity : <p>(a) Any electric supply required at site for whatsoever purpose, shall be arranged by the Contractor/s. The Contractor/s shall be responsible for the arrangements for obtaining electric supply at his own cost, and rates quoted shall include the cost of providing electric supply arrangements required for the work.</p> <p>If required by the Contractor/s, the Railway Administration may give required assistances in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.</p> <p>(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, transmissions structures, 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.</p>
14.	Loss of Work Orders : - If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply a duplicate of the same, a penal levy of <i>Rs. 100/- (Hundred only)</i> for

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	each work order shall be imposed on him for the issue of a duplicate copy.
15.	Income Tax Deduction : -In respect of works, the contract value of which is more than Rs. 10,000/- each, a deduction of 2% and cess if any at the extant rate on the gross payment from each of the constructor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991.
16.	GST : The Contractors shall get himself registered with appropriate authority for the purpose of Goods & Service Tax as the case may be and submit the proof of such registration for the information of Railway. The Tax at the prescribed percentage will be deducted from contractor's bills as per the respective State Government acts.
16.	Provision of Efficient and Competent Staff at work sites by the Contractor : -
16.1	The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction 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.
16.2	The Contractors shall at once remove from the works any agents, permitted sub-contractor, supervisors, workmen 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 staffs and workmen employed by him.
16.3	In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staffs 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 Indian Railway Standard General Conditions of Contract published in April -2022.
17.	Hire of Railway's Plant & Machinery : -

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	<p>It would be clearly understood that it is entirely the Contractor's responsibility and liability to procure all the machinery, tools and plants, and their spare parts that are required for the efficient and methodical execution of the work, Delay in procurement of such items due to their non-availability or due to difficulty in importing or any other causes whatsoever will not be taken as an excuse for slow or non performance of work.</p> <p>The Railway may at their discretion give on hire to the Contractor any plant as considered necessary by the engineer, if available with Railway. However it does not guarantee hiring any machinery and it shall not entertain any claim or compensation due to Railways inability to supply any plant/machinery or the condition of the railways' plant/machinery supplied on the hire shall not be taken as an excuse for slow progress or for non-performance of the work.</p>
18.	<p>Hire Charges of Plant & Machinery : - The railway administration shall charge the contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be evaluated by the Railway Administration and intimated to the contractor in advance.</p>
19.	<p>Running Expenses : - Running expenses including fuel, lubricant, and other stores and labour if any supplied by the Railway will also be paid for by the contractor at rates to be determined by the Railway. The Contractor should make his own arrangement for taking delivery of fuel, lubricant and other stores, transporting the same to site of work and storing or use as per prescribed rules. In case of such supply of fuel, lubricant and other stores the actual cost plus 7% (for storing etc) increased by 1% for supervision charges and for the labour supplied, the actual pay and allowances granted to the Railway servant with additional percentage charges laid down in para 258 of the Indian Railway Establishment code volume-II plus 12% supervision charges shall be charged. Recoveries on this account will be made from the contractor's running bills. It must be noted that no claims will be with the</p>

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	Railway for it's liability to supply fuel, lubricant and other stores aforesaid for the supply.
20.	Right to Recall : - The Railway shall reserved to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.
21.	Statutory Certificate Etc : - While the machine (s) is/are in the possession of the contractor(s), he/she shall be responsible for seeing that any inspection certificate or license required under any Government Act, is obtained in due time. The contractor also be responsible for seeing that all required precautions are observed in using the plant as well as he shall be responsible for any accident that may occur from the use of the plant.
22.	Storage of Railway Materials : - The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway materials issued to him. Such Railway materials issue to the contractor and stored at the site of work shall be open for inspection by the Engineer or his representatives at all times.
23.	Released materials such as boulders from existing pitching, if dismantled, trees if cut, etc will be Railways property. The materials have to deposited at the nearest Railway store depot/Railway station or as desired by the Engineer-in-Charge and payment for leading/transportation will be made as per USSOR -2010 . No Extra rates for cutting trees or jungle clearance, will be paid. Weighment arrangements will have to made by the contractor and the cost of such weighment is deemed to have been included in the rates
24.	Maintenance Period : - The maintenance period is subject to the conditions stipulated in Clause-47 of the Indian Railway Standard General Conditions of the Contract, April-

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	<p>2022. In this case the maintenance of the assets/tracks/lines etc as laid/constructed will be as per the Item No. 15 of Schedule-"1" on the payment basis. Monsoon, period is defined as from 15th June to 15th September.</p>
25.	<p>Extension of time of Contract : -</p> <p>Extension of time in contract, will be governed by the Clause No. 17, 17-A & 17-B of Indian Railway Standard General Condition of Contract, April-2022.</p>
26.	<p>IS/IRS Specifications : Wherever any reference to Code, specification etc. is made in this document, it shall be taken as a reference to the vision issued upto the date of publication of Tender Notice. If any other version of the code or specification is to be made applicable for any item(s), the rates for that item(s) shall be mutually negotiated.</p>
27.	<p>Tree Cutting : -</p> <p>If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purposes. Cutting of trees as required under the items of works indicated in the tender schedule may be carried out strictly as directed by the Engineer or his representatives of the work. Unauthorized felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the contractor for his own use or for the use by his labourers or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.</p>
28.	<p>Approval of Samples of Material : -</p> <p>All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer. Contractor shall submit samples of materials to be used in the work.</p>
29.	<p>Mode of payment for running/final bills : -</p> <p>All the payments will be made through Electronic Fund Transfer/DD/Remote</p>

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	pay out by State Bank of India or as decided by the Railway Administration.
30.	<p>Royalty Clearance certificate : -</p> <p>Payment of final bills for materials supplied/or for works done with materials collected from outside Railway shall be subject to submission of a royalty clearance certificate by the contractors from concerned Civil Authorities. However, Railway may ask for such royalty clearance certificates any time during the currency of the Agreement. if royalty clearance certificate is not submitted at the time of preparation of bills, the royalty shall be deducted at prevailing rates and shall be refunded after production of royalty clearance certificate in original from State Government.</p>
31.1	<p>Security Deposit : -</p> <p>The security deposit shall be 5% of the contract value. The Bid security submitted by the contractor with his tender shall retained/enchased by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor. Provided further that, if</p>

	<p>Contractor submits the cash or Term Deposit Receipt issued from a Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond from a Scheduled Commercial Bank of India, either towards the Full Security Deposit</p> <p>Or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the contractor.</p> <p>Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is</p>
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	<p>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 amount so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.</p> <p>The irrevocable Bank Guarantee submitted towards security deposit shall be initially valid upto the stipulated date of maintenance period plus 60 days and shall be extended from time to time, depending upon extension of control granted in terms of Clause-17A & 17B of the Standard General Conditions of Contract.</p> <p>Note : Security Deposit deposited in cash by the contractor to recover from the running bills of a contractor or submitted by contractor as Term Deposit Receipt (s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India, to be submitted by him for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 crores, such refund/return of the already available Security Deposit is permitted upto two times and in a contract of value equal to or more than Rs. 50 crores, such refund/return already available Security Deposit is permitted upto 3 times.</p>
31.2	<p>Refund of Security Deposit :</p> <p>(1) Security Deposit mentioned in para -31.1 above shall be returned to the Contractor along with or after the following:</p> <p>(a) Final payment of the Contract as per clause-51(1) of Indian Railways Standard General Conditions of Contract, April-2022 and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim or Contractor and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance</p>

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period as per clause-50(1) of Indian Railways Standard General Conditions of Contract, April-2022, in case applicable.

(ii) Forfeiture of Security Deposit : Whenever the contract is rescinded as a whole under clause-62(1) of these conditions as per GCC-2022, 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 these conditions as per GCC-2022, the Security Deposit shall not be forfeited.

(iii) No interest shall be payable upon the Bid Security and Security Deposit or

Annexure - R/2

**SOUTH EAST CENTRAL RAILWAY
CONTRACT AGREEMENT OF WORKS**

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CONTRACT AGREEMENT NO.: SECR/SECRC/Civil/2023/0019

DATE: AS MENTIONED BELOW SIGNATURE

ARTICLES OF AGREEMENT made between the President of India acting through the Railway Administration hereafter called the "Railway" of the one part and RSA INFRAPROJECT PRIVATE LIMITED-RAIPUR, Shri Shyam Tower, Kavita Nagar, Raipur, Chhattisgarh-492001 India herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works "Execution of balance work of earthwork, minor bridges, RUBs, Service buildings, Quarters, Platform works, FOB, Ballast supply and other miscellaneous works in between Raigarh - Kharsia in connection with Bilaspur -Jharsuguda: 4th line Project" set forth in the Schedule hereto annexed upon the Standard General Conditions of Contract, corrected upto latest correction slips and the Specifications of South East Central Railway corrected upto latest correction slips and the Schedule of Rates of South East Central 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 Contractor 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 specification and said drawings and said conditions of the contract on or before 18/03/2024 and will maintain the said works for a period of 6.0 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.

Validity unknown

Digitally signed by SANJAY
KUMAR AGRAWAL
Date: 2023.10.12 19:36:47 IST
Reason: Agreement Signing

Contractor: (Signature)

Name: RSA INFRAPROJECT PRIVATE
LIMITED-RAIPUR

Address: Shri Shyam Tower, Kavita Nagar,
Raipur, Chhattisgarh-492001 India,

Validity unknown

Digitally signed by NARESH
CHANDRA KARMALI
Date: 2023.10.12 10:56:43 IST
Reason: Agreement Signing

Railway: CE/Con/II/BSP
(For President of India)

VETTED
Validity unknown

Digitally signed by RAJNISH
KUMAR ADITYA
Date: 2023.10.12 16:30:52 IST
Reason: Agreement Vetting

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988**CHAPTER - VI****SPECIAL CONDITIONS OF CONTRACT****1. General:**

The following documents (including addendum slips, Correction slips, Corrigendum slips issued upto date of opening of the tender) shall govern the works under this contract, in addition to and /or in part suppression of the USSOR – 2010 of South East Central Railway & Indian Railways Standard General Conditions of Contract published in April-2022. 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, following shall be the order of precedences:

- (i) Letter of Award/Acceptance (LOA).
- (ii) Bill(s) of Quantities.
- (iii) Special conditions of contract.
- (iv) Technical Specifications as given in tender documents.
- (v) Drawings.
- (vi) Indian Railways Standard General Conditions of Contract-April-2022 updated with correction slip issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (vii) Indian Railways Unified Standard Schedule of Rates (USSOR-2010) & Indian Railways Unified Standard Specifications (IRUSS)-Works and Materials-2010, Vol. I & II, updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Document, if applicable in the contract.
- (viii) CPWD Specifications'2019, Vol-I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- (ix) IR Specifications/Guidelines updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (x) Relevant B.I.S. Codes updated with correction slips issued upto date of inviting tender or as otherwise specified in the Tender Documents.
- (xi) S.E.C. Railway/SOR-2006 (For P. Way work)

In case of conflict between provisions of IRS/IRC/IS specifications the precedence will be in the same order.

Any specifications/conditions stated by the Tenderer(s) in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been expressly accepted by the Railway.

In case of any ambiguity, the decision of Chief Administrative Officer (Construction)/South East Central Railway/Bilaspur shall be final & binding.

2. All measurements, methods of measurements, meaning and item of specifications and interpretation of Special Conditions of Contract made by the Engineer on behalf of the Railway shall be final and binding and shall be considered as "Excepted matters" in terms of Clause-63 of Indian Railways Standard General Conditions of Contract

Signature of tenderer(s)/Contractor(s) 36

For Chief Engg(Con)/BSP

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	published in April-2022.
3.	Change of address: Any change in the address of the Contractor, shall be forthwith intimated in writing to Engineer. The Railway will not be responsible for any loss or inconvenience suffered by the Contractor on account of his failure to comply with this.
4.	Office communication: The contractor shall maintain Mobile number, a FAX machine, e-mail on registered email ID and a telephone connection in his office in working condition throughout the currency of the contract through which the Railways may be able to pass on any instructions to him. In case of any change, the same shall be advised to the Railway. As a measure to improve quality and progress of work, mobile communication should be available with the contractor's site engineer so that he can be contacted by railway.
5.	Deployment of plant and machinery: The deployment of plant and machinery including moving machines shall be such as not to infringe or cause damage to Railway track or any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer. Contractor/s shall be wholly responsible for any loss or damage resulting from violation of this clause.
6.	Damages By Accidents/Rain/Flood/Cyclones/Earthquake etc.:
6.1.	The contractor(s) shall take all precautions against damages from accidents, rain, floods, cyclone, earthquake or tides etc. No compensation shall be allowed to the contractor for his tools, Plants, materials, machines other equipment lost or damaged by any cause whatsoever. The contractor(s) shall make good the damages to any structure, plant or materials of every description belonging to the Railway Administration, lost or damaged by any cause during the course of construction work. Contractors are solely responsible for safety and security of his all resources and have to arrange the same in case any loss or damage so as to adhere to the program of completion of the work. Neither party shall by reason of such event be entitled to terminate the contract.
6.2.	The Railway Administration will not be liable to pay the contractor any charges for rectification or repairs that may have occurred from any cause whatsoever, to any part of the new structures during currency of contract. No claims in this regard will be arbitrable.
7.	The contractor has to take all precautions required to be taken for working in the electrified territories. Railways will not be responsible for any loss to life of Contractor's workmen. In case of any mishap, the decision of the Railway will be final & the agency has to bear the cost of the damages for which it is held responsible by the Railways.
8.	The contractor's have to make their own arrangement for barricading/protection arrangements required for safety of their labour, tools, plants and machineries, as well as the train/road traffic from any mishap due to any reason.
9.	In case of emergency, such as in the event of any accident or failure of contractor for completion or maintenance of the works which is in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to

Signature of tenderer(s)/Contractor(s)

37

For Chief Engg(Con)/BSP

3X
990

	execute such work or part of the necessary work or carry out repairs, if the Engineer considers that the Contractor/s is/are not in a position to do so in time and charge the cost thereof to the contractor(s), as shall be determined by the Engineer-in-charge to the Contractor.
10.	<p>Night work: 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.</p> <p>The Contractor at his own cost shall make all arrangements including adequate lighting in this connection. He will be responsible for safety and security of the labour and equipments and take all precautions for the same.</p>
11.	<p>Service Roads: The Contractor(s) will be permitted to make use of the service roads already existing in the possession of the Railway. All service roads required by the contractor within or outside Railway boundary shall be constructed by the Contractor at his own risk and cost and all these roads shall be maintained by the Contractor at his own cost. The Railway reserves the right to make use of the service roads as and when necessary without any additional payment to the Contractor. All approaches to take the tools and plants to the site of work/river bed shall be made by the Contractor(s) and no extra payment will be made for this.</p>
12.	<p>Recovery of water charges: The contractor shall be responsible for the arrangements to obtain supply of water necessary for the work. In case the Railway arrange supply of water, the cost will be recovered at the rate of Rs.2/- (Rupees Two only) per 4546 liters (1000 gallons) subject to the conditions stipulated in Clause -31 of the Indian Railway Standard General Conditions of the Contract, April-2022. In the event of water being used from Railway well/other source either in use or abandoned recovery at the rate of Rs.2/- per 4546 liters (1000 gallons) will be made.</p>
13.	<p>Electricity:</p> <p>(a) Any electric supply required at site for whatsoever purpose, shall be arranged by the Contractor/s. The Contractor/s shall be responsible for the arrangements for obtaining electric supply at his own cost, and rates quoted shall include the cost of providing electric supply arrangements required for the work.</p> <p>If required by Contractor/s, the Railway Administration may give required assistance in recommending to State Electricity Board for giving necessary electric connection to the Contractor for execution of works.</p> <p>(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</p>

Signature of tenderer(s)/Contractor(s)

38

For Chief Engg(Con)/BSP

72
991

	system.
14.	Loss of Work Orders: If the original work order issued to the contractor is lost by him for any reason whatsoever and the Contractor demands for supply of a duplicate of the same, a penal levy of Rs.100/- (Hundred only) for each work order shall be imposed on him for the issue of a duplicate copy.
15 (a).	Income Tax Deduction: In respect of works, the contract value of, which is more than Rs.10,000/- each, a deduction of 2% and cess if any at the extant rate on the gross payment from each of the Contractor's bills shall be made in terms of section 194(e) of the Income Tax Act of 1961 & 1991.
15 (b).	GST: The contractor shall get himself registered with appropriate Authority for the purpose of Goods & Service Tax as the case may be and submit the proof of such registration for the information of Railway. The Tax at the prescribed percentages will be deducted from contractor's bills as per the respective State Government acts.
16.	Provision of Efficient and Competent staff at Work Sites by the Contractor:
16.1.	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.
16.2.	The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman of 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.
16.3.	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 Indian Railway Standard General Conditions of Contract published in April-2022.
17.	Hire of Railway's Plant & Machinery: It would be clearly understood that it is entirely the Contractor's responsibility and liability to procure all the machinery, tools and plants, and their spare parts that are required for the efficient and methodical execution of the work. Delay in procurement of such items due to their non-availability or due to difficulty in importing or any other causes whatsoever, will not be taken as an excuse for slow or non performance of work. The Railway may at their discretion give on hire to the Contractor any plant as considered necessary by the engineer, if available with Railway. However it does not guarantee hiring any machinery and it shall not entertain any claim or compensation due to Railways inability to supply any plant/machinery or the condition of the railway's plant/machinery supplied on hire shall not be taken as an excuse for slow progress or for non-performance of the work.
18.	Hire charges of Plant & Machinery: The railway administration shall charge the

Signature of tenderer(s)/Contractor(s)

39

For Chief Engg(Con)/BSP

	contractor for the hire of machinery and plant supplied to him. The rate of hire charge for the plant and machinery given by the railway will be evaluated by the Railway Administration and intimated to the contractor in advance.
19.	Running expenses:- Running expenses including fuel, lubricant and other stores and labour if any supplied by the Railway will also be paid for by the contractor at rates to be determined by the Railway. The contractor should make his own arrangement for taking delivery of fuel, lubricant and other stores, transporting the same to site of work and storing or use as per prescribed rules. In case of such supply of fuel, lubricant and other stores the actual cost plus 7% (for storing etc.) increased by 12% for supervision charges and for the labour supplied, the actual pay and allowances granted to the Railway servant with additional percentage charges laid down in Para-258 of the Indian Railway Establishment code volume- II plus 12% supervision charges shall be charged. Recoveries on this account will be made from the contractor's running bills. It must be noted that no claims will lie with the Railway for it's liability to supply fuel, lubricant and other stores aforesaid for late supply.
20.	Right to Recall:- The Railway shall reserve to itself the right to recall any plant/machinery without assigning any reasons by giving one month's notice or at any time without notice in the event of its being required by the Railway for an unforeseen emergency. In either case, the Railway shall not be liable to pay any compensation to hirer for the loss that may be caused by the withdrawal of the plant.
21.	Statutory Certificate Etc.: While the machine(s) is/are in the possession of the contractor(s), he/they shall be responsible for seeing that any inspection certificate or license required under any Government Act is obtained in due time. The contractor shall also be responsible for seeing that all required precautions are observed in using the plant as well, and he shall be responsible for any accident that may occur from the use of the plant.
22.	Storage of Railway Materials: The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Railway material issued to him. Such Railway materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer or his representative at all times.
23.	Released materials such as boulders from existing pitching, if dismantled, trees if cut, etc will be Railways property. The materials have to deposited at the nearest Railway store depot/Railway station or as desired by the Engineer-in-Charge and payment for leading/transportation will be made as per USSOR-2010. No extra rates for cutting trees or jungle clearance will be paid. Weighment arrangements will have to be made by the contractor and the cost of such weighment is deemed to have been included in the rates.
24.	Maintenance Period: The maintenance period subject to the conditions stipulated in Clause-47 of the Indian Railway Standard General Conditions of the Contract-April-2022 shall be 06 (Six) months from the date of completion of work or passage of one full monsoon (15th June to 15th Sept) whichever is later.
25.	Extension of time of Contract- Extension of time in contract will be governed by the Clause No.17, 17-A & 17-B of Indian Railway Standard General Condition of Contract, April-2022.
26.	IS/IRS Specifications: Wherever any reference to Code, specification etc. is made in

Signature of tenderer(s)/Contractor(s)

40

For Chief Engg(Con)/BSP

	this document, it shall be taken as a reference to the version issued upto the date of publication of Tender Notice. If any other version of the code or specification is to be made applicable for any item(s), the rates for that item(s) shall be mutually negotiated.
27.	Tree Cutting: If the section passes through forest land, the contractor or his labour is prohibited to cut the trees for the purpose of firewood or for any other purpose. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer or his representative of the work. Unauthorised felling of trees will result in prosecution and imprisonment. It is the contractor's responsibility to cause no damage to the forest growth and any fuel required by the Contractor for his own use or for the use by his labourers, or for the work shall be arranged by the Contractor at his own cost. The Contractor shall take this aspect into consideration while quoting the rates against the tender.
28.	Approval of Samples of Material: All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer. Contractor shall submit samples of materials to be used in the work.
29.	Mode of payment for running/final bills: All the payments will be made through Electronic Fund Transfer /DD/Remote pay out by State Bank of India or as decided by the Railway Administration.
30.	Royalty clearance certificate: Payment of bill(s) for materials supplied /or for works done with materials collected from outside Railway shall be subjected to submission of a royalty clearance Certificate by the contractors from concerned Civil Authorities. However, Railway may ask for such royalty clearance certificates at any time during the currency of the contract. If royalty clearance certificate is not submitted at the time of preparation of bill(s), the royalty etc. as per the extant instructions/guidelines, shall be deducted at prevailing rates and shall be refunded after production of royalty clearance certificate in original from State Government.
31.1.	Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the contractor with his tender will be retained/encashed by the Railways as part of Security for the due and faithful fulfilment of the contract by the contractor. Provided further that, if contractor submits the cash or Term Deposit Receipt issued from a Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond from a Scheduled Commercial Bank of India, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled Commercial Bank of India or irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India or may be recovered at the rate of 6% 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.

Signature of tenderer(s)/Contractor(s)

41

For Chief Engg(Con)/BSP

	<p>The irrevocable Bank Guarantee submitted towards security deposit shall be initially valid upto the stipulated date of maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause-17, 17A & 17B of the Standard General Conditions of Contract.</p> <p>Note: Security Deposit deposited in cash by the contractor to recover from the running bills of a contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from Scheduled Commercial Bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs.50 Crores, such refund/return of the already available Security Deposit is permitted upto two times and in a contract of value equal to or more than Rs.50 Crores, such refund/return of the already available Security Deposit is permitted upto 3 times.</p>
31.2.	<p>Refund of Security deposit:</p> <p>(i) Security Deposit mentioned in para-31.1 above shall be returned to the Contractor along with or after the following:</p> <p>(a) Final Payment of the Contract as per clause-51(1) of Indian Railways Standard General Conditions of Contract, April-2022 and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause-50(1) of Indian Railways Standard General Conditions of Contract, April-2022, in case applicable.</p> <p>(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause-62(1) of these conditions as per GCC-2022, 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 these conditions as per GCC-2022, the Security Deposit shall not be forfeited.</p> <p>(iii) No interest shall be payable upon the Bid Security 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 Indian Railways Standard General Conditions of Contract, April-2022 will be payable with interest accrued thereon.</p>
32.	<p>Performance Guarantee:</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(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.</p> <p>In all other cases, if the Contractor fails to submit the requisite PG even after 60 days</p>

Signature of tenderer(s)/Contractor(s)

42

For Chief Engg(Con)/BSP

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995

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 Bid Security and other dues payable to the contractor against that particular contract, subject to maximum PG amount. In case a tenderer has not submitted Bid Security 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 3% of the original 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) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (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/Con/SECR (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 is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(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:

Signature of tenderer(s)/Contractor(s)

43

For Chief Engg(Con)/BSP

	<p>(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.</p> <p>(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of these conditions.</p>
33.	If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion./extended date of completion, in such situation, Railway reserves the right to terminate the contract agreement without issuing 'Seven Days' and 'Fourty Eight Hours'. It may be noted that for non-fulfilment of the contract the railways reserve the right to claim the damages under clause-62 of GCC in addition to any other rights available to it under law.
34.	Variations in Extent of Contract:-
34.1	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.
34.2	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.
	(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 (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub - para (iii) below:
	(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

Signature of tenderer(s)/Contractor(s)

44

For Chief Engg(Con)/BSP

~~78~~
997

	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.	
	<p>(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.</p> <p>(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;</p> <p>(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;</p> <p>(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.</p>	
	(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.	
	(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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).	
34.3.	Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in para-34.2 above 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 therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of para-34.2 above shall be paid for at the rates determined under Clause-39 of Indian Railways Standard General Conditions of Contract, April-2022.	
35.	Vitiation during variation in Contract Quantities: As a result of variations, a contract shall be considered "vitated" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.	
	Sl. No.	Value of Contract
		Percentage difference between present Contractor and new L-1 as a result of variation (percentage shall

Signature of tenderer(s)/Contractor(s)

45

For Chief Engg(Con)/BSP

		be calculated with base as the revised contract quantities multiplied by the rates of the present contractor).
1.	Small value contracts (Tender value less than Rs. 50 lakh)	10
2.	Other than small value contracts (Tender value equal to or more than Rs. 50 lakh)	5

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, Railway may take decision at its' discretion whether fresh tender shall be invited for the extra quantities or to negotiate the rates with the existing contractor and decision of Railway Administration in this regard shall be final and binding to the contractor. The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender. However, the Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiations should be an exception rather than a routine affair. Vitiations should always be computed with respect to the items, rates, quantities and conditions as available at the time of tender opening and subsequent changes/additions by way of new items will not be counted for computing vitiation.

36.	(A) MOBILISATION ADVANCE & INCENTIVE CLAUSE: Mobilization advance and incentive clause will not be applicable under this contract. (B) Measurement of works: Measurement by the contractor for the works executed will not be allowed for this contract.
37.	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 must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act'1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Deptt.). The cess shall be deducted from contractor's bills as per provisions of the Act.
38.	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 (1) of Section-17 of the Act or whose employees are exempted under either paragraph-27 or paragraph:27-A of the

Signature of tenderer(s)/Contractor(s)

46

For Chief Engg(Con)/BSP

~~48~~
999

	<p>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.</p> <p>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:</p> <p>Provided that where the pay of the member exceeds Rs.6,500/- (Rs Six thousand and five hundred) per month, the contribution payable by the employer and the Central Government be limited to the amount payable on his pay of Rs.6,500/- (Rs. Six thousand and five hundred) only.</p> <p>Para 4 : Payment of Contribution:</p> <p>The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by him directly or by or through a contractor.</p> <p>It shall be the responsibility of the principal employer to pay the contributions payable to the Employees' Pension Fund by himself in respect of the employees directly employed by him also in respect of the employees employed by or through a contractor.</p>
39.	<p>Employees' Deposit Linked Insurance Scheme'1976:</p> <p>Para 7: Contribution:</p> <p>(1) 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 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.</p> <p>Provided that where the monthly pay of an employee exceeds six thousand five hundred rupees, the contribution payable in respect of him by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of six thousand five hundred rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.</p> <p>Para 8: Mode of Payment of Contribution:</p> <p>The contribution by the employer shall be remitted by him 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.</p>

Signature of tenderer(s)/Contractor(s)

47

For Chief Engg(Cop)/BSP

	It shall be the responsibility of the employer to pay the contribution payable by himself in respect to the employees directly employed by him and also in respect of the employees employed by or through a contractor.
40.	<p>Following should be complied under this contract:</p> <p>(i) Payment to the contract labourers should be made through bank/cheque.</p> <p>(ii) Identity Card should be issued to all contract workers.</p> <p>(iii) Necessary step should be taken to deduct Provident Fund from the payment made to the contract labour and ensure that the same is credited to their Provident Fund Account.</p> <p>(iv) Medical facilities from ESI, if applicable.</p>
41.	<p>Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act 1936 and the rules made there under in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall 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 or 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.</p>
41.1.	Provisions of Contract Labour (Regulation and Abolition) Act, 1970:
41.1.1	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.
41.1.2	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.
41.1.3	The Contractor shall pay to the labour employed by him 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

Signature of tenderer(s)/Contractor(s)

48

For Chief Engg(Con)/BSP

	to labour, indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
41.1.4	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.
41.1.5	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 subcontractor 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 fulfil 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.
41.2.1	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.
41.2.2	Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions 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 Letter of Acceptances (LoAs) issued in his favour.

Signature of tenderer(s)/Contractor(s)

49

For Chief Engg(Con)/BSP

	<p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / 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.</p> <p>(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.</p>
	<p>(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.</p>
41.2.3	<p>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."</p>
42.	<p>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 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 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.</p>
43.	<p>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.</p>
44.	<p>INSPECTION VEHICLES</p> <p>The contractor shall be responsible to provide Two (02) nos. inspection vehicle (Scorpio/Bolero or equivalent) in good condition (Model not more than 3 years old at any point of time during the currency of contract) for the full contract period including further Extension of Times (EOTs) exclusively for the movement of Engineer or his authorized representative from their headquarter to work sites and to & fro movement at various sites or any other location as and when required for all official purpose. The</p>

Signature of tenderer(s)/Contractor(s)

50

For Chief Engg(Con)/BSP

	contractor shall bear all expenditures in this regard including toll taxes etc. and running cost up to 3500 Kms. per month (but may exceed over 3500 Kms.) on all days/working days. No separate payment shall be admissible on this account. If vehicle is not provided from the day of start of work execution (as per GCC and contract conditions) or vehicle not provided in any day or at any time/instances during the entire period of execution of work/contract, then penalty of Rs.3000/- per day/per occasion per vehicle will be imposed. Vehicles to be provided as per the direction of Engineer – in – Charge.																
45.	SITE OFFICE The contractor will set up a reasonably furnished site office with all furniture & accessories, having minimum area 50 Sqm. as directed by the Engineer at a central location either by hiring a building or by erecting temporary building/Pre-fab-building with proper electric arrangement, water supply and sanitary fittings with good roofing & flooring for exclusive use of the Engineer and his representative. Minimum 03 Nos. computers and 02 Nos. printer should be available at this office with internet facilities. Also to be provided with all the required surveying equipments viz. Total stations, Auto levels etc.																
46.	The contractor shall provide and keep on the works, during the execution of the works, efficient and competent Engineers to ensure that the work is executed strictly as per provisions of the contract. It shall be the obligation on the part of the contractor to provide the following minimum engineering staff at site: -																
	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Position/Qualification/Experience</th> <th>Minimum nos. to be deployed</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Project Manager – Degree holder with minimum experience of 10 years in the field Railway/Highway.</td> <td>01</td> </tr> <tr> <td>2.</td> <td>Site Degree Engineer (Civil) – Degree holder with minimum experience of 04 years.</td> <td>02</td> </tr> <tr> <td>3.</td> <td>Engineer (Quality Control) – Degree holder with minimum experience of 02 years/Diploma holders with minimum experience of 03 years experience in the field.</td> <td>01</td> </tr> <tr> <td>4.</td> <td>Site Diploma Engineer (Civil) –Diploma holders with minimum experience of 05 years in the field.</td> <td>02</td> </tr> </tbody> </table>	Sl. No.	Position/Qualification/Experience	Minimum nos. to be deployed	1.	Project Manager – Degree holder with minimum experience of 10 years in the field Railway/Highway.	01	2.	Site Degree Engineer (Civil) – Degree holder with minimum experience of 04 years.	02	3.	Engineer (Quality Control) – Degree holder with minimum experience of 02 years/Diploma holders with minimum experience of 03 years experience in the field.	01	4.	Site Diploma Engineer (Civil) –Diploma holders with minimum experience of 05 years in the field.	02	
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	In addition to the above, requisite number of staffs for laboratory and other supervisory staffs shall be deployed by the contractor. The technical staffs shall be got approved in writing from the Engineer (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Engineer or his representative of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of the Engineer.																
	In addition to above, minimum 06 (Six) skilled labourers for assisting in various works related																

Signature of tenderer(s)/Contractor(s)

51

For Chief Engg(Con)/BSP

with instant tender such as taking levels, measurements, chowkidar, security patrolling, night watch man etc. as the requirement may be and decided by Engineer. These labourers shall be provided by contractor but shall be deployed and controlled by the Assistant Executive Engineer/Executive Engineer as per requirement. These skilled labourers shall report to Engineer's representative and normally shall not be changed frequently as they are to be trained and made familiar with Railway's requirement. In case the contractor failed to provide above said labourers, a recovery @ notified by Government (Labour rate) shall be done. In this regard decision of Executive Engineer/Assistant Executive Engineer shall be final and binding.

2.1 The contractor has to deploy the Project Manager, Construction Manager, Engineer (Quality Control) and Survey Engineer within 15 days of issue of the letter of acceptance. The site engineers shall be deployed by the contractor as per the deployment program/method statement approved by the Engineer. In case, the contractor fails to deploy sufficient Engineers as described above, the Engineer shall be entitled to recover the following amount from the dues of the contractor:-

1.	Non-Deployment of Project Manager.	Rs.80,000/- per month or part thereof.
2.	Non-Deployment of Site Degree Engineer/Engineer (Quality Control) Degree holder.	Rs.40,000/- per month or part thereof.
3.	Non-Deployment of Site Diploma Engineer/Engineer (Quality Control) Diploma holder.	Rs.25,000/- per month or part thereof.

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

47. The contractor shall start the work within 15 days as per GCC and will have to submit within 30 days from the issue of LOA as per GCC, the bar chart/mile stone, preferably in M.S. Project for the various activities showing the completion of the work within the stipulated completion period for the approval of the Engineer.

48. **LABORATORY**

Contractor shall establish a Central laboratory for carrying out testing to ensure compliance as per the Quality Assurance Plan (QAP) as per details in this document. The laboratory should be well equipped for the testing facilities for the following in addition to the other requirements as per QAP.

Concrete – Set of IS Sieves for coarse and fine aggregate, slump cone, cube moulds, Compression strength testing machine & other equipments and testing facility as required from

Signature of tenderer(s)/Contractor(s)

52

For Chief Engg(Con)/BSP

46
1005

	<p>time to time as per the direction of Engineer-in-charge.</p> <p>Earth Work – Grain size analysis, Atterberg Limits, Modified Proctor density (OMC & MDD), Field Density (OMC & MDD), CBR test equipment etc. & other equipments and testing facility as required from time to time as per the direction of Engineer-in-charge.</p> <p>The above central laboratory shall have facility for carrying out all tests required, as per Specifications or as stated elsewhere in the contract, including supply of laboratory equipment and also provision of adequate numbers of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents etc. If the laboratory is not provided within one month from issue of Letter of Acceptance, a deduction of ₹2,00,000/- per month or part thereof will be made. In addition of these, field testing equipments are also to be arranged wherever required and instructed by Engineer. Further, cost of tests and all incidental and departmental charges etc. carried out at any 3rd party/other approved laboratory/test house shall be borne by the contractor.</p> <p>Steel & Cement and other materials testing:- As per the direction of Engineer-in-charge, at 3rd party testing has to be done by the contractor and for the same all costs to be bear by the contractor and no extra payment will be made to the contractor by the Railway.</p>
49.	<p>Video recording/Ortho-photogrammetry</p> <p>During the Construction Period, the Contractor shall provide to Railway for every calendar quarter, a video recording/drone mapping & Ortho-rectified & geo-referenced photography/videography by UAV-drone as advised by the Engineer, which will be compiled into a 3 (three) hour digital video disc or any substitute thereof, covering the mapping & recording of section before start of work and then status & progress of Works in every quarter. This video recording/drone mapping & Ortho-photogrammetry is applicable for major construction project and not for the building work/small work.</p>
50.	<p>(a). For protection of track during construction at sites adjacent to the existing running railway tracks, sufficient nos. banner flags, red hand flags, tri-color torches for night time to be kept at all such sites.</p> <p>(b). Also for protection of existing track & formation, proper protection to be ensured by providing sheet piles, concrete piles etc.</p>
51.	<p>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.</p> <p>The Engineer may also issue such a certificate indicating date of completion with respect to any</p>

Signature of tenderer(s)/Contractor(s)

53

For Chief Engg(Con)/BSP

~~1006~~
1006

	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.
51.1	<p>Rates for Extra Items of Works:</p> <p>(a) Standard Schedule of Rate (SSOR) Items:- Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10% of the original contract value. For item(s) not covered under this sub-clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before execution of such items of work as sub-clause-(b) below.</p> <p>(b) Other Items:- For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub-clause-(a) above, the Contractor 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 Bill(s) of Quantities does not include rate or rates for such 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. The assessment of rates for extra items shall be arrived at based on the prevailing rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:</p> <ul style="list-style-type: none"> (i) Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)". (ii) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)". (iii) Market Analysis.
51.2.	Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such as case the Contractor shall 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

Signature of tenderer(s)/Contractor(s)

54

For Chief Engg(Con)/BSP

48.
1007

	final and binding on the Contractor and the Railway.
52.	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.
53.	<p>Offloading of Part(s) of Work:-</p> <p>At the final stage of completion / commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA in GCC-2022), if the Engineer is of the opinion that:-</p> <p>(i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,</p> <p>(ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and</p> <p>(iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;</p> <p>The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per Annexure- VIIB in GCC-2022). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.</p>
54.	Providing live feed of worksite through IP based video cameras- The contractor shall provide IP based video cameras at the various locations as decided by Engineer-in-charge, to provide live feed on the mobile phones of concerned Railway officials and on screen in the office of the CE/Con, and maintain the same during entire period of contract, including extended period, if any. The cost of this shall be deemed to be inclusive in the quoted rates. If required, the location of these IP based cameras, may be changed/shifted, as per subsequent progress of works/subsequent site requirements and cost of such shifting shall also be deemed to be inclusive in the quoted rates.
55.	Conservancy charges if applicable as per the extant policy guidelines shall be recovered for this contract.

Signature of tenderer(s)/Contractor(s)

55

For Chief Engineer/CE/Con