GUARD FILE – 2008

(1)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2008/CE.1/CT/Con/7 (PCE/GM) New Delhi, dated 15.12.2008

Addressed to,

As per list attached.

Sub. Works Contract Procedures – amendment thereof.

Ref. (i) Board's letter No. 85/W-1/CT/7-Pt..1 dated 09.05.2008.
(ii) Board's letter No. 2007/CE-1/CT/18 dated 07.03.2008.
(iii) Board's letter No. 2007/CE-1/CT/18 dated 28.09.2007
(iv) Board's letter No. 94/CE.1/CT/4 dated 17.10.2002.

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

1. **Price Variation Clause for Steel**
(Amendment to the category of steel in Board's letter cited at (i) above)

In the table given in Board's letter dated 09.05.2008 referred above, following amendment to the category of steel produced by SAIL whose ex-works price plus ED thereof would be adopted to determine price variation for reinforcement bars and other rounds against S.No.1 of the table is introduced.

Existing	***Revised***
TMT 8mm IS 1786 Fe415	*TMT 8mm IS 1786 FE 415/Fe 500*

This modification is subject to following conditions:

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

2. Two-packet system of tendering
(Ref: Para 7 of Board's letter cited at (ii) above)

Two-packet system of tendering may be adopted wherever considered necessary. There is no need to link this mode of tendering to any financial value.

3. Application of Price Variation Clause in Works Contracts – decrease in tender value limit.
(Ref: Para 2(ii) of Board's letter cited at (iii) above)

The existing tender value limit of Rs.1 crore for incorporating Price Variation Clause stands reduced to Rs.50 lakh.

4. Increasing the tender value limit for incorporating eligibility criteria.
(Ref: Para No.2.3.4.1 of the recommendations of the committee of Shri B.S. Sudhir Chandra – Board's letter cited at (iv) above)

The existing minimum tender value limit of Rs.10 lakh for incorporating eligibility criteria is increased to Rs.20 lakh.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge the receipt.

(T. Gupta)
Executive Director Civil Engg.(G)
Railway Board

No. 2008/CE.1/CT/Con/7 (PCE/GM) New Delhi, dated 15.12.2008

Copy forwarded for information to:

(i) FA&CAOs and FA&CAO/Cs - all Indian Railways.
(ii) Deputy Comptroller and Auditor General of India (Railways), New Delhi (with 46 copies)

for ***Financial Commissioner (Railways)***

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

(2)

No.95/CE.1/CT/24 New Delhi, dated 16.10.2008

The Dy. General Manager (G),
Western Railway,
Churchgate,
Mumbai- 400 020.

Sub: Appointment of retired officers as Arbitrators- Vigilance Clearance to Smt. Shobhna Jain, Ex. Director General, Railway Staff College, Vadodara.

Ref: Your letter No. G.46/1/1/ (RRO) dated 17.9.2008.

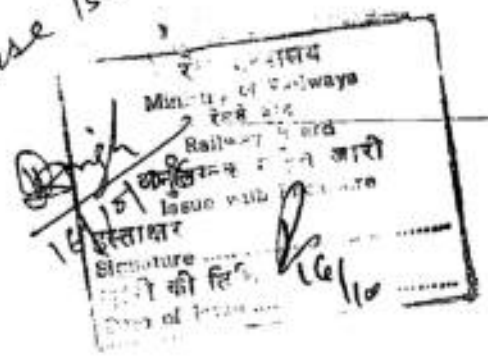
***

In reference to your above letter it is informed that Smt. Shobhna Jain, Ex. Director General, Railway Staff College, Vadodara, has not figured in any Vigilance case as per Vigilance Directorate of Railway Board.

You may take further necessary action as deemed fit.

(T. GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board.

Please Issue



GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

(3)

No. 2008/CE-I/CT/1 **New Delhi, dated 12.9.2008**

As per list 'A' attached.

Sub: Form of declaration to be signed by the tenderer before tender negotiation meeting.

Ref: Board's letter No. 1961/W-II/CT/24 dated 31.10.1965.

As per existing instructions, a tenderer before the tender negotiation meeting is required to give a declaration to the effect that in the event of failure of contemplated negotiation, his original offer shall remain open for acceptance on its original terms and conditions and that he is not allowed to increase the rates for any of the items during the negotiation. However, it is seen that sometimes during the negotiation, the tenderer while reducing rates for some items, also increases the rates for some other items of the tender schedule which is not admissible. In order to avoid such situations, it has been decided by the Board to modify the existing form of declaration. The amended form is at Annexure-'A' which may henceforth be adopted.

(T.GUPTA)
Executive Director Civil Engg (G)
Railway Board

DA: One

No. 2008/CE-I/CT/1 **New Delhi, dated 12.9.2008**

Copy forwarded for information to:-

(i) FA & CAO – All Indian Railways
(ii) Deputy Comptroller and Auditor General of India(Railways), Room No. 224, Rail Bhawan, New Delhi (with 40 copies).

For Financial Commissioner/Railways

FORM OF DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER NEGOTIATION

EXISTING FORM OF DECLARATION	PROPOSED FORM OF DECLARATION
I ..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. ..... opened on ..... my original tender shall remain open for acceptance on its original terms and conditions	I ..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. ..... opened on ..... my original tender shall remain open for acceptance on its original terms and conditions. I also declare that I am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I increase the rates, the same would not be considered and in lieu my originally quotes rates alone would be considered and my offer would be evaluated accordingly.

CE-(Spl)I

LIST OF ADDRESSES

(A)General Manager/Principal Chief Engineers/C.E.(Coordination)

1. Central Railway, Mumbai.
2. Eastern Railway, Kolkata
3. East Central Railway, Hajipur.
4. East Coast Railway, Bhubaneshwar
5. Northern Railway, New Delhi
6. North Central Railway, Allahabad
7. North Eastern Railway, Gorakhpur.
8. N.F.Railway, Maligaon, Guwahati.
9. North Western Railway, Jaipur.
10. Southern Railway, Chennai.
11. S.C.Railway, Secunderabad.
12. South Eastern Railway, Kolkata.
13. South Western Railway, Hubli.
14. Western Railway, Mumbai.
15. West Central Railway, Jabalpur.
16. South East Central Railway,Bilaspur.*
17. N.F.Railway (Const.) Guwahati.
18. CLW, Chittaranjan, West Bengal.*
19. DLW, Varanasi.*
20. ICF, Perambur, Chennai.*
21. RCF, Kapurthala, Punjab.*
22. Core, Allahabad.
23. M.T.P.,Kolkata.
24. Rail Wheel Factory, Bangalore.*

(B)CAO/CAO(R)

25. COFMOW, Tilak Bridge, New Delhi.*
26. Diesel Compo.Works,Patiala(Punjab)*

(C)CAOs (Const.)

27. Central Railway, Mumbai.
28. Eastern Railway, Kolkata.
29. East Central Railway, Hajipur.
30. Northern Railway, Kashmere Gate, Delhi. *
31. N.C.Railway, Allahabad.
32. North Eastern Railway, Gorakhpur.
33. N.F.Railway, Maligaon, Guwahati.
34. North Western Railway, Haipur.
35. Southern Railway, Egnore, Chennai.*
36. S.C.Railway, Secunderabad.
37. South Eastern Railway, Kolkata
38. S.E.C.Railway, Bilaspur.*
39. East Coast Railway, Bhubaneshwar.
40. South Western Railway,Bangalore/Hubli.*
41. Western Railway, Mumbai.
42. West Central Railway, Jabalpur.
43. Metro Railway, Mumbai.
44.Metro Railway, Chennai.

(D) DIRECTOR GENERAL:

45. RDSO, Manak Nagar, Lucknow.*
46. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow.*

(E) THE DIRECTORS:

47. IRICEN, Rail Path, Pune. Pin-411001 (Maharashtra). *
48. IRICEN, P.B.No.-233, Nasik Road-42210 (Maharashtra).
49. IRISET, Taa Naka Road, Lalla Guda Secunderabad. *
50. IRIMEE, Jamalpur Distt., Jamalpur – 811214. (Bihar) *
51. M.D., Rail Vikas Nigam Ltd., August Kranti Bhawan, Bhikajikama Place, New Delhi., Bhikajikama Place, New Delhi. *
52. Indian Railways Institute of Transport Management, Saraswati, Residential Estate, IRITM Campus, Manak Ngr, Lucknow. *

CHIEF PROJECT OFFICER

53. DMRC, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110003. *
54. Principal,Railway Staff College,Vadodra (Gujrat). *

(G) FA & CAOs

55. Central Railway, Mumbai.
56. Eastern Railway, Kolkata
57. East Central Railway, Hajipur.
58. East Coast Railway, Bhubaneshwar
59. Northern Railway, New Delhi
60. North Central Railway, Allahabad
61. North Eastern Railway, Gorakhpur.
62. N.F.Railway, Maligaon, Guwahati.
63. North Western Railway, Jaipur.
64. Southern Railway, Chennai.

65. S.C.Railway, Secunderabad.
66. South Eastern Railway, Kolkata.
67. South Western Railway, Hubli.
68. Western Railway, Mumbai.
69. West Central Railway, Jabalpur.
70. South East Central Railway, Bilaspur
71. CLW, Chittaranjan (West Bengal).*
72. DLW, Varanasi.*
73. ICF, Perambur, Chennai.*
74. RCF, Kapurthala, Punjab.*
75. Rail Wheel Factory, Yehlanka, * Bangalore.
76. MTP, Kolkata.*
77. CORE, Allahabad.*
78. DCW, Patiala, Punjab.*

(H) Chief Vigilance Officers:

79. Central Railway, Mumbai.
80. Eastern Railway, Kolkata
81. East Central Railway, Hajipur.
82. East Coast Railway, Bhubaneshwar
83. Northern Railway, New Delhi
84. North Central Railway, Allahabad
85. North Eastern Railway, Gorakhpur.
86. N.F.Railway, Maligaon, Guwahati.
87. North Western Railway, Jaipur.
88. Southern Railway, Chennai.

89. S.C.Railway, Secunderabad.
90. South Eastern Railway, Kolkata.
91. South Western Railway, Hubli.
92. Western Railway, Mumbai.
93. West Central Railway, Jabalpur.
94. South East Central Railway, Bilaspur.*

(I) General Secretaries:

95. General Secretary, IRCA, DRM * Office, New Delhi.
96. General Secretary, AIRF, Rail Bhavan, New Delhi.
97. General Secretary, NFIR, Rail Bhavan, New Delhi.
98. General Secretary, IRPOF, Rail Bhavan, New Delhi.
99. General Secretary, FAOR, Rail Bhavan, New Delhi.
100. General Secretary, AIRPA, Rail Bhavan, New Delhi.
101. The Secretary, RBSS, Group (A) Officers Association, Rail Bhawan.
102. The Secretary, RBSS, Group (B) Officers Association, Rail Bhawan.
103. The Secretary, RBMSA, Rail Bhawan.
104. The Secretary, Railway Board , Group (D) Emplyees Association, Rail Bhawan.

Copy to;

CRB, FC, ME, ML, MS, MM, MT, Secy., AM(CE), AM(WORKS), AM(PLG.) AM(STAFF),AM(Mech.), AM(Elec.), AM(PU), AM(Tele), AM(Sig.), AM(Traffic), AM(F), AM(B),Adv.(L&A), Adv.(Vig.), AM(Stores), AM(IT), AM(S&C), AM(Comml.) DG(RHS), DG(RPF), EDTK(M), EDTK(MC), EDTK(P),EDW(Plg.), EDME(Track), EDCE(B&S),EDCE(RC&F), EDFXI, EDFXII, ED(W), EDCE(P), ED(PROJECT), EDVE, ED/DM, ED(Safety), ED(Sig.), ED(Tele), EDRS(G), ED(E&R)EDEE(Dev.), EDEE(G), EDEE(RS), EDRE, EDE, EDE(N), EDE(Res.), EDFE, EDPC, ED(Accounts), ED(T&MPP), EDE(GC), EDME(CHG), EDME(F), EDME(Dev.),EDME(W), ED(Plg.), ED(CHG), EDRS(P), EDRS(S), EDF(S), EDPM, EDPG, EDTC®, EDTT(F), EDTT(M), EDTT(S), EDV(S), EDV(T), DCE(B&S), DCE(P), Dir(L&A), JS(Conf.), JS(G), JS(P), LA, Eco.(Adv.) F(X)I, II, Vig.III, Vig.(Conf.) L&A Branch, Track I & II, Telecom, Signal, RS(G), & Electrical Branch, Railway Board.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

(4)

No. 2007/CE-I/CT/18Pt. **New Delhi, dated 10.9.2008**

As per list attached

Subject:- Definition of small value contracts.

Reference:- Board's letter No. 2007/CE-I/CT/18 Pt. dt 7.3.2008.

In terms of para 4 of Board's letter under reference, CAOs/C have been empowered to reduce the tender notice period for small value works in rare exceptional circumstances from 21 days to 15 days with the concurrence of FA & CAO/C.

One of the Railways has wanted to know the monetary value up to which a work may be classified as 'Small Value Work'.

It is clarified that for the purpose of these instructions, works of value up to Rs. 20 lakhs (Rupees twenty lakhs) shall be deemed as **"small value works"**

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T. GUPTA)
Executive Director Civil Engg(G)
Railway Board

No. 2007/CE-I/CT/18Pt. **New Delhi, dated 10.9.2008**

Copy forwarded for information to:-

(i) FA & CAOs – All Indian Railways
(ii) Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi (with 46 spares)

For Financial Commissioner/Railways

CE-(SHI)I

LIST OF ADDRESSES

(A) General Manager/Principal Chief Engineers/C.E.(Coordination)

1. Central Railway, Mumbai.
2. Eastern Railway, Kolkata
3. East Central Railway, Hajipur.
4. East Coast Railway, Bhubaneshwar
5. Northern Railway, New Delhi
6. North Central Railway, Allahabad
7. North Eastern Railway, Gorakhpur.
8. N.F.Railway, Maligaon, Guwahati.
9. North Western Railway, Jaipur.
10. Southern Railway, Chennai.
11. S.C.Railway, Secunderabad.
12. South Eastern Railway, Kolkata.
13. South Western Railway, Hubli.
14. Western Railway, Mumbai.
15. West Central Railway, Jabalpur.
16. South East Central Railway, Bilaspur.*
17. N.F.Railway (Const.) Guwahati.
18. CLW, Chittaranjan, West Bengal.*
19. DLW, Varanasi.*
20. ICF, Perambur, Chennai.*
21. RCF, Kapurthala, Punjab.*
22. Core, Allahabad.
23. M.T.P., Kolkata.
24. Rail Wheel Factory, Bangalore.*

(B) CAO/CAO(R)

25. COFMOW, Tilak Bridge, New Delhi.*
26. Diesel Compo. Works, Patiala (Punjab)*

(C) CAOs (Const.)

27. Central Railway, Mambai.
28. Eastern Railway, Kolkata.
29. East Central Railway, Hajipur.
30. Northern Railway, Kashmere Gate, Delhi. *
31. N.C.Railway, Allahabad.
32. North Eastern Railway, Gorakhpur.
33. N.F.Railway, Maligaon, Guwahati.
34. North Western Railway, Haipur.
35. Southern Railway, Egnore, Chennai.*
36. S.C.Railway, Secunderabad.
37. South Eastern Railway, Kolkata
38. S.E.C.Railway, Bilaspur.*
39. East Coast Railway, Bhubaneshwar.
40. South Western Railway, Bangalore/Hubli.*
41. Western Railway, Mumbai.
42. West Central Railway, Jabalpur.
43. Metro Railway, Mumbai.
44. Metro Railway, Chennai.

(D) DIRECTOR GENERAL:

45. RDSO, Manak Nagar, Lucknow.*
46. Chief Commissioner of Railway Safety, Ashoka Road, Lucknow.*

(E) THE DIRECTORS:

47. IRICEN, Rail Path, Pune. Pin-411001 * (Maharashtra).
48. IRICEN, P.B.No.-233, Nasik Road-42210 (Maharashtra).
49. IRISET, Taa Naka Road, Laila Guda * Secunderabad.
50. IRIMEE, Jamalpur Distt., Jamalpur – * 811214. (Bihar)
51. M.D., Rail Vikas Nigam Ltd., August * Kranti Bhawan, Bhikajikama Place, New Delhi., Bhikajikama Place, New Delhi.
52. Indian Railways Institute of Transport Management, Saraswati, Residential Estate, IRITM Campus, Manak Ngr, Lucknow. *

CHIEF PROJECT OFFICER

53. DMRC, NBCC Place, Bhishma Pitamah * Marg, Pragati Vihar, New Delhi – 110003.
54. Principal, Railway Staff College, Vadodra * (Gujrat).

(G) FA & CAOs

55. Central Railway, Mumbai.
56. Eastern Railway, Kolkata
57. East Central Railway, Hajipur.
58. East Coast Railway, Bhubaneshwar
59. Northern Railway, New Delhi
60. North Central Railway, Allahabad
61. North Eastern Railway, Gorakhpur.
62. N.F.Railway, Maligaon, Guwahati.
63. North Western Railway, Jaipur.
64. Southern Railway, Chennai.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2007/CE-I/CT/18(Pt.I) **New Delhi, dated 10.9.2008**

As per list attached

Subject:- Refund of Earnest Money Deposit(EMD) to unsuccessful tenderers- Streamlining of procedure – reg.

Streamlining the procedure for early release of Earnest Money Deposit of the unsuccessful tenderers has been under consideration in the Board's Office for a long time. The following guidelines have been formulated for the guidance of the Zonal Railways/PUs in order to expedite the release of EMD of the unsuccessful tenderers so as to reduce the lock-in period of the tenderer's liquidity and enable them to participate in more number of tenders.

1. In case of single packet system of tendering, the Earnest Money submitted by all the tenderers except L1, may be released after the acceptance of the offer of L1.

2. In case negotiations are proposed to be held, the Earnest Money submitted by all the tenderers other than the tenderer with whom negotiation has been proposed, may be released after the acceptance of the recommendations of the tender committee by the accepting authority for holding negotiations.

3. If the tender is not finalized within the original validity period, the EMD of the tenderers who do not agree to extend the validity of their offers, may be released. This may, however, be done only after the receipt of refusal from the tenderers for any further extension, in writing.

4. In two packet system of tendering, the EMD of tenderers not found technically suitable(for opening of the price bid), may be released after acceptance of recommendations of the Tender Committee by the accepting authority on the first packet.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T.GUPTA)
Executive Director Civil Engg.(G)
Railway Board

No. 2007/CE-I/CT/18(Pt.I) **New Delhi, dated 10.9.2008**

Copy forwarded for information to:

(i) FA & CAO – All Indian Railways.
(ii) Dy. Comptroller & Auditor General of India(Rlys), Room No. 224, Rail Bhawan, New Delhi(with 40 spares)

For Financial Commissioner/Railways

65. S.C.Railway, Secunderabad.
66. South Eastern Railway, Kolkata.
67. South Western Railway, Hubli.
68. Western Railway, Mumbai.
69. West Central Railway, Jabalpur.
70. South East Central Railway, Bilaspur
71. CLW, Chittaranjan (West Bengal).*
72. DLW, Varanasi.*
73. ICF, Perambur, Chennai.*
74. RCF, Kapurthala, Punjab.*
75. Rail Wheel Factory, Yehlanka, * Bangalore.
76. MTP, Kolkata.*
77. CORE, Allahabad.*
78. DCW, Patiala, Punjab.*

(H) Chief Vigilance Officers:

79. Central Railway, Mumbai.
80. Eastern Railway, Kolkata
81. East Central Railway, Hajipur.
82. East Coast Railway, Bhubaneshwar
83. Northern Railway, New Delhi
84. North Central Railway, Allahabad
85. North Eastern Railway, Gorakhpur.
86. N.F.Railway, Maligaon, Guwahati.
87. North Western Railway, Jaipur.
88. Southern Railway, Chennai.
89. S.C.Railway, Secunderabad.
90. South Eastern Railway, Kolkata.
91. South Western Railway, Hubli.
92. Western Railway, Mumbai.
93. West Central Railway, Jabalpur.
94. South East Central Railway, Bilaspur.*

(I) General Secretaries:

95. General Secretary, IRCA, DRM Office, New Delhi.*
96. General Secretary, AIRF, Rail Bhavan, New Delhi.
97. General Secretary, NFIR, Rail Bhavan, New Delhi.
98. General Secretary, IRPOF, Rail Bhavan, New Delhi.
99. General Secretary, FAOR, Rail Bhavan, New Delhi.
100. General Secretary, AIRPA, Rail Bhavan, New Delhi.
101. The Secretary, RBSS, Group (A) Officers Association, Rail Bhawan.
102. The Secretary, RBSS, Group (B) Officers Association, Rail Bhawan.
103. The Secretary, RBMSA, Rail Bhawan.
104. The Secretary, Railway Board , Group (D) Employees Association, Rail Bhawan.

Copy to:

CRB, FC, ME, ML, MS, MM, MT, Secy., AM(CE), AM(WORKS), AM(PLG.) AM(STAFF),AM(Mech.), AM(Elec.), AM(PU), AM(Tele), AM(Sig.), AM(Traffic), AM(F), AM(B),Adv.(L&A), Adv.(Vig.), AM(Stores), AM(IT), AM(S&C), AM(Comml.) DG(RHS), DG(RPF), EDTK(M), EDTK(MC), EDTK(P),EDW(Plg.), EDME(Track), EDCE(B&S),EDCE(RC&F), EDFXI, EDFXII, ED(W), EDCE(P), ED(PROJECT), EDVE, ED/DM, ED(Safety), ED(Sig.), ED(Tele), EDRS(G), ED(E&R)EDEE(Dev.), EDEE(G), EDEE(RS), EDRE, EDE, EDE(N), EDE(Res.), EDFE, EDPC, ED(Accounts), ED(T&MPP), EDE(GC), EDME(CHG), EDME(F), EDME(Dev.),EDME(W), ED(Plg.), ED(CHG), EDRS(P), EDRS(S), EDF(S), EDPM, EDPG, EDTC®, EDTT(F), EDTT(M), EDTT(S), EDV(S), EDV(T), DCE(B&S), DCE(F), Dir(L&A), JS(Conf.), JS(G), JS(P), LA, Eco.(Adv.) F(X)I, II, Vig.III, Vig.(Conf.) L&A Branch, Track I & II, Telecom, Signal, RS(G), & Electrical Branch, Railway Board.

(5)

भारत सरकार GOVERNMENT OF INDIA
रेल मंत्रालय MINISTRY OF RAILWAYS
(रेलवे बोर्ड RAILWAY BOARD)

No. 2002/CE-1/CT/37 New Delhi, dated 2.9.2008.

To,

As per list attached.

Subject:- Participation of Joint Venture Firms in Works Tenders

Reference:- Railway Board's letter No. 2002/CE-I/CT/37 dated 2.8.2006.

Board vide letter referred above had issued instructions to the Railways that adequate clauses may be incorporated in major tenders to facilitate participation of Joint Venture Firms in works tenders. Since different zonal Railways adopt different procedures/clauses in this regard, Board have been considering for some time to issue guidelines in the matter to bring in uniformity in the procedure. Accordingly, in consultation with Ministry of Law & Justice, guidelines are issued herewith(annexure enclosed) for incorporating suitable clauses in works tenders of value more than Rs. 5.0 crore (Rupees five crore) each to facilitate participation of JV Firms.

2. This issues with the concurrence of Finance Directorate of Ministry of Railways.

3. Please acknowledge receipt.

DA: One(six pages)

(T. GUPTA)
Exe. Director Civil Engg(G)
Railway Board.

No. 2002/CE-1/CT/37 New Delhi, dated 2.9.2008.

Copy forwarded for information to:-

(i) FA & CAOs, All Indian Railways.
(ii) Dy. Comptroller and Auditor General of India(Railways), Room No. 224, Rail Bhavan, New Delhi (with 46 spares)

For Financial Commissioner/Railways

GUIDELINES FOR PARTICIPATION OF JOINT VENTURE FIRMS IN WORKS TENDER

1. Separate identity/name shall be given to the Joint Venture firm.

2. Number of members in a JV firm shall not be more than three if the work involves only one department (say Civil or S&T or Electrical) and shall not be more than five if the work involves more than one department.

3. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender.**

4. The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member.

5. Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

6. One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

7. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose shall be finalized by the railway in

consultation with their law branch and shall be enclosed along with the tender).

8. Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this MOU shall be extended till the currency of the contract expires.

9. Approval for change of constitution of JV firm shall be at the sole discretion of the Employer(Railways).The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

10. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

11. On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

12. On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the Railways before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full

Earnest Money Deposit(EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses :

12.1 **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

12.2 **Duration of the Joint Venture Agreement** - It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.

12.3 **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

13. **Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV firm.

14. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.

15. Documents to be enclosed by the JV firm along with the tender:

15.1 In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

(a) Notary certified copy of the Partnership Deed,

(b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value(in original).

(c) Power of Attorney(duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

15.3 In case one or more members is/are limited companies, the following documents shall be submitted :

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and articles of Association of the Company.

(c) Power of Attorney(duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

15.4 All the members of the JV shall certify that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

16. **Credentials & Qualifying criteria**

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:

16.1 **Technical eligibility criteria :**

Either the JV firm or any one of the members of the JV firm must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value.

OR

In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges, substructure and superstructure etc.), at least 35% of the value of each such component of similar nature should have been satisfactorily completed by the JV firm or any one of the members of the JV firm in the previous three financial years and the current financial year up to the date of opening of tender. In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity.

NOTE :

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

16.2 **Financial eligibility criteria:**

The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in the previous three financial years and the

current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

NOTE:

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

.....

Reference notings at pre-page:

Sub: Information sought Under RTI Act – 2005 by Seth Mohanlal Hiralal Const. Co., P.O.Box.69, Dwarka House, Station Road, Itarsi, M.P.

....

As desired by the applicant, the required information is as furnished below:-

5. (i) Certified copies regarding counter claims circular 89/CE.I/CT/74 dated 6.6.1990.

No instructions dated 06.06.90 are available in CEI Branch. However two letters No.89/CEI/CT/74 dated 6.9.90 & 5.7.90 have been issued on same subject, page No.1-4 is attached. (Annx.I & II)

(ii) Certified copy regarding Excepted Matters .Circular EW.187.R.465.1 of 10/10.11.91.

No instructions dated 10/10.11.91 are available in CEI Branch.

(iii) Certified copies regarding Payment of Interest Circular dated 25.10.79.

No instructions dated 25.10.1979 are available in CEI Branch.

Based on above the reply to Seth Mohanlal Hiralal Const. Co., is placed below on serial side for approval please.

S.O./CEI(Spl.)
19.8.2008

[redacted]

EDCE(G) 20/8/08

AMCE

DTK(M)

EDPG (as PIO)

No.2008/CEI/CT/18 /(RTI)

(6)

Immediate
Right to Information Act

Station :Itarsi
Railway : Indian Railways

Sub: Information sought Under RTI Act – 2005 by Shri Seth Mohanlal Hiralal Const. Co., P.O. Box.69, Dwarka House,Station Road, Itarsi, M.P.461-111.

The items concerning CE Dte. alongwith the replies are as under:-

5. (i) Certified copies regarding counter claims circular 89/CE.I/CT/74 dated 6.6.1990.

No instructions dated 06.06.90 are available in CEI Branch. However two letters No.89/CEI/CT/74 dated 6.9.90 & 5.7.90 have been issued on same subject, page No.1-4 is attached. (Annx.I & II)

(ii) Certified copy regarding Excepted Matters Circular EW.187.R.465.1 of 10/10.11.91.

No instructions dated 10/10.11.91 are available in CEI Branch.

(iii) Certified copies regarding Payment of Interest Circular dated 25.10.79.

No instructions dated 25.10.1979 are available in CEI Branch.

Further any information if required will also be furnished.

S.O./CE-I
19.08.2008

DA:Annx.I - 1 Page
Annx.II- 3 Pages
Total - 4 Pages

(7)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated 18 .07.2008.**

The General Manager (Arb),
East Coast Railway,
Rail Vihar,
Chandrasekharpur
Bhubaneswar.

Sub: Appointment of retired officers as Arbitrators - Vigilance Clearance to Shri Lokanath Sadhaangi, Retd. Member (Technical)/RCT/BBS.

Ref: Your letter No.ECoR/GA/Arb/RRO/Panel/380/1879 dated 24.06.2008.

.....

In reference to your above letter it is informed that Shri Lokanath Sadhaangi, Retd. Member (Technical)/RCT/BBS have not figured in any vigilance case as per Vigilance Directorate of Railway Board. You may take further necessary action as deemed fit.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board.

(8)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE-I/CT/18. **New Delhi, dated 16.7.2008.**

Addressed to:-
As per list attached 'A'.

Sub: Correction Slip to Para No.1264 of Indian Railway Code for Engineering Department - (Third reprint) – 1999.

.....

The Ministry of Railways (Railway Board) have decided that Para 1264 of the Indian Railways Code for the Engineering Department – (Third reprint)-1999 may be amended as shown in the enclosed correction Slip No 45.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

Please acknowledged receipt

(T.GUPTA)
Exec. Director Civil Engineering(G),
Railway Board.

NO. 2007/CE-I/CT/18. **New Delhi, dated 16-7-2008.**

Copy forwarded for information to:

1. The FA & CAOs – All Indian Railways.
2. The Deputy Comptroller and Auditor General of India (Railways), new Delhi (with 46 spares).

For Financial Commissioner /Railways.

ADVANCE CORRECTION SLIP TO INDIAN RAILWAY CODE FOR ENGINEERING DEPARTMENT (Third reprint) - 1999.

ADVANCE CORRECTION SLIP NO – 45

Para:1264: MOBILISATION ADVANCE :

Para 1264 (e)(i) may be amended as indicated below:

Para 1264(e)(i):

"The advance shall carry an interest of 12% p.a. and be restricted only to tenders of value Rs.10 crore and above each."

(Authority : Railway Board's letter No.2007/CE-I/CT/18 dated 07.03.2008 (Para 9).

(9)

Government of India
Ministry of Railways.
(Railway Board)

No. 2008/CE-I/CT/6 **New Delhi, dated 9 .07.2008**

As per Mailing List 'A' attached.

Sub: Implementation of - The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway contracts.

In order to regulate the employment and conditions of services of building and other construction workers and to provide their safety, health and welfare measures, the Government of India has enacted 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.

While copies of the bare Acts may be procured locally to thoroughly understand various provisions contained therein in consultation with the Law Officer, the salient features are as follows:-

i) It applies to every establishment which employs, or had employed on any day of the proceeding twelve months, ten or more building workers in any building or other construction work.

ii) The cess shall be levied and collected @ 1% of the cost of construction incurred by an employer.

iii) For the purpose of levy of cess , cost of construction shall include all expenditure incurred by an employer in connection with the building or other construction work but shall not include -

(a) cost of land; and

(b) any compensation paid or payable to a worker or his kin under the Workmen's Compensation Act, 1923.

iv) Every building worker who has been engaged in any building or other construction work for not less than 90 days during the preceding twelve months is required to be registered as a beneficiary under this Act.

v) This will be applicable from the date of receipt of notice from State Labour Commissioner/Labour Deptt.

With a view to enabling Railways in the implementation of the provisions of the two Acts, Ministry of Railways have decided that the Tender Notice/Tender documents may include a new clause as follows:-

"The tenderer for carrying out any construction work in _____(name of the State) 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 _____(name of the State) Govt and submit certificate of Registration issued from the Registering Officer of the _____(name of the State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item."

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge receipt.

(T.Gupta)
Executive Director Civil Engg. (G)
(Railway Board)

No. 2008/CE-I/CT/6 **New Delhi, dated 9 .07.2008**

Copy forwarded for information to:

(i) FA& CAOs-All Indian Railways.
(ii) Deputy Comptroller & Auditor General of India (Railways), New Delhi (with 46 copies).

For Financial Commissioner (Railways)

भारत सरकार
रेल मंत्रालय (रेलवे बोर्ड)

सं. 2008/सी ई-I/सी टी/6 नई दिल्ली, दिनांक 9.07.2008

संलग्न डाक सूची 'क' के अनुसार

विषयः- रेलवे की संविदाओं में भवन और अन्य सन्निर्माण कर्मकार (आर ई सी एस) अधिनियम, 1996 और भवन और अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 को लागू करना.

****

भवन और अन्य सन्निर्माण कामगारों की नियुक्ति और सेवा की शर्तों को विनियमित करने के लिए और उन्हें संरक्षा, स्वास्थ्य और कल्याण संबंधी उपाय मुहैया करवाने के लिए, भारत सरकार ने भवन और अन्य सन्निर्माण कर्मकार (नियोजन तथा सेवा-शर्त विनियमन) अधिनियम, 1996 और भवन सन्निर्माण और अन्य सन्निर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 का कानून अधिनियमित किया है.

केवल अधिनियमों की प्रतियों की खरीद विधि अधिकारी के परामर्श से इसमें अंतर्विष्ट विभिन्न उपबंधों को पूर्ण रूप से समझने के लिए स्थानीय रूप से की जा सकती है, मुख्य विशेषताएं नीचे दिए गए अनुसार हैं:-

i) यह प्रत्येक उस संगठन, जो पूर्ववर्ती 12 माह के किसी भी दिन किसी भवन निर्माण अथवा अन्य निर्माण कार्य में दस या इससे अधिक भवन निर्माण कामगारों को नियुक्त करता है या नियुक्त किया था, के लिए लागू होता है.

ii) उपकर लगाया जाएगा और नियोजक द्वारा उपगत निर्माण की लागत के 1% की दर पर वसूल किया जाएगा.

iii) उपकर की उगाही के प्रयोजन से, निर्माण की लागत में भवन निर्माण अथवा अन्य निर्माण कार्य के संबंध में नियोजक द्वारा उपगत सभी व्यय शामिल होंगे, लेकिन निम्नलिखित शामिल नहीं होगा:-

(क) भूमि की लागत; और

(ख) कर्मकार प्रतिकर अधिनियम, 1923 के अंतर्गत कामगार या उसके संबंधी को देय अथवा संदेय कोई मुआवज़ा.

iv) प्रत्येक भवन निर्माण कामगार, जो पूर्ववर्ती बारह माह के दौरान कम से कम 90 दिन के लिए किसी भवन निर्माण अथवा अन्य निर्माण कार्य में नियुक्त किया गया है, को इस अधिनियम के अंतर्गत लाभार्थी के रूप में पंजीकृत किया जाना अपेक्षित है.

v) यह राज्य श्रम आयुक्त/श्रम विभाग से नोटिस प्राप्त होने की तारीख से लागू होगा.

दो अधिनियमों के उपबंधों को लागू करने के लिए रेलों को अधिकार देने की दृष्टि से, रेल मंत्रालय ने विनिश्चय किया है कि निविदा सूचना/निविदा दस्तावेजों में नीचे दिए गए अनुसार नया खंड शामिल किया जाए:-

"निविदाकार.....(राज्य का नाम) में किसी निर्माण कार्य को करने के लिए स्वयं अपने आपको भवन निर्माण और अन्य सन्निर्माण कर्मकार अधिनियम, 1996 की धारा-7 और ..... (राज्य का नाम) सरकार द्वारा उनके बनाए गए नियमों के अंतर्गत पंजीकरण अधिकारी से पंजीकृत करवाएं और ..... (राज्य का नाम) सरकार (श्रम विभाग) के पंजीकरण अधिकारी से जारी किए गए पंजीकरण का प्रमाण-पत्र प्रस्तुत करें. इस अधिनियम को अधिनियमित करने के लिए, निविदाकार को निर्माण कार्य की लागत के 1% की दर पर उपकर का भुगतान करना अपेक्षित होगा जिसे प्रत्येक बिल से काटा जाएगा. सामग्री, जब अलग अनुसूची मद के अंतर्गत सप्लाई की गई हो तो उसकी लागत पर उपकर नहीं लगाया जाएगा."

इसे रेल मंत्रालय के वित्त निदेशालय की सहमति से जारी किया जा रहा है.

कृपया पावती दें.

टी. गुप्ता

(टी. गुप्ता)
कार्यपालक निदेशक सिविल इंजी. (सा.)
रेलवे बोर्ड.

सं. 2008/सी ई-I/सी टी/6

नई दिल्ली, दिनांक 9.07.2008

प्रतिलिपि सूचनार्थ प्रेषित:-

(i) विसमुलेधि, सभी भारतीय रेलें.
(ii) भारत के उप नियंत्रक एवं महालेखा परीक्षक (रेलें), नई दिल्ली (46 प्रतियों सहित)

कृते वित्त आयुक्त (रेलें)

(10)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2008/CE.I/CT/11. **New Delhi, dated 25.06.2008.**

Addressed to:-

As per list attached.

Sub:- Transparency in works contracts awarded on nomination basis.

Ref:- Stores Dte. letter No.2008/RS(G)/779/2 dated 14.2.2008. (RBS No.01/2008)

Based on the provisions contained in Central Vigilance Commission's Office Order No.15/5/06 dated 09.05.2006 and No.23/7/07 dated 05.07.2007, Stores Directorate had issued instructions to all concerned vide letter referred above regarding Transparency in purchase contracts awarded on nomination basis.

A query has been received as to whether these instructions are also applicable to Works Contracts and Consultancy Contracts. The matter has been carefully considered and it has been decided that the provisions contained in Board's circular RBS No.01/2008 referred to above would be applicable to Works Contracts and Consultancy Contracts also.

Further action in the matter may please be taken accordingly.

This disposes of RCF/Kapurthala's letter No.2008/RCF/A/cs/Proj./Misc. dated 05.05.2008.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge receipt.

(T.GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board.

No. 2008/CE.I/CT/11 **New Delhi, dated 25.06.2008.**

Copy forwarded for information to:

1. The FA & CAOs, All Indian Railways.
2. The Deputy Comptroller and Auditor General of India (Railways), New Delhi (with 46 spares).

For Financial Commissioner /Railways.

CE-(Spl)I

LIST OF ADDRESSES

(A)General Manager/Principal Chief Engineer/C.E.(Coordination)

1. Central Railway, Mumbai.
2. Eastern Railway, Kolkata
3. East Central Railway, Hajipur.
4. East Coast Railway, Bhubaneshwar
5. Northern Railway, New Delhi
6. North Central Railway, Allahabad
7. North Eastern Railway, Gorakhpur.
8. N.F.Railway, Maligaon, Guwahati.
9. North Western Railway, Jaipur.
10. Southern Railway, Chennai.
11. S.C.Railway, Secunderabad.
12. South Eastern Railway, Kolkata.
13. South Western Railway, Hubli.
14. Western Railway, Mumbai.
15. West Central Railway, Jabalpur.
16. South East Central Railway,Bilaspur.*
17. N.F.Railway (Const.) Guwahati.
18. CLW, Chittaranjan, West Bengal.*
19. DLW, Varanasi.*
20. ICF, Perambur, Chennai.*
21. RCF, Kapurthala, Punjab.*
22. Core, Allahabad.
23. M.T.P.,Kolkata.
24. Rail Wheel Factory, Bangalore.*

(B)CAO/CAO(R)

25. COFMOW, Tilak Bridge, New Delhi.*
26. Diesel Compo.Works,Patiala(Punjab)*

(C)CAOs (Const.)

27. Central Railway, Mambai.
28. Eastern Railway, Kolkata.
29. East Central Railway, Hajipur.
30. Northern Railway, Kashmere Gate, Delhi. *
31. N.C.Railway, Allahabad.
32. North Eastern Railway, Gorakhpur.
33. N.F.Railway, Maligaon, Guwahati.
34. North Western Railway, Haipur.
35. Southern Railway, Egmore, Chennai.*
36. S.C.Railway, Secunderabad.
37. South Eastern Railway, Kolkata
38. S.E.C.Railway, Bilaspur.*
39. East Coast Railway, Bhubaneshwar.
40. South Western Railway,Bangalore/Hubli.*
41. Western Railway, Mumbai.
42. West Central Railway, Jabalpur.
43. Metro Railway, Mumbai.
44.Metro Railway, Chennai.

(D) DIRECTOR GENERAL:

45. RDSO, Manak Nagar, Lucknow.*
46. Chief Commissisoner of Railway Safety, Ashoka Road, Lucknow.*

(E) THE DIRECTORS:

47. IRICEN, Rail Path, Pune. Pin-411001 (Maharashtra). *
48. IRICEN, P.B.No.-233, Nasik Road-42210 (Maharashtra).
49. IRISET, Taa Naka Road, Lalla Guda Secunderabad. *
50. IRIMEE, Jamalpur Distt., Jamalpur – 811214. (Bihar) *
51. M.D., Rail Vikas Nigam Ltd., August Kranti Bhawan, Bhikajikama Place, New Delhi., Bhikajikama Place, New Delhi. *
52. Indian Railways Institute of Transport Management, Saraswati, Residential Estate, IRITM Campus, Manak Ngr, Lucknow. *

CHIEF PROJECT OFFICER

53. DMRC, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi – 110003. *
54. Principal,Railway Staff College,Vadodra (Gujrat). *

(G) FA & CAOs

55. Central Railway, Mumbai.
56. Eastern Railway, Kolkata
57. East Central Railway, Hajipur.
58. East Coast Railway, Bhubaneshwar
59. Northern Railway, New Delhi
60. North Central Railway, Allahabad
61. North Eastern Railway, Gorakhpur.
62. N.F.Railway, Maligaon, Guwahati.
63. North Western Railway, Jaipur.
64. Southern Railway, Chennai.

Rly 015-54308
PBT 0761-2625225
-2677718

(11)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated 5 .06.2008.**

The General Manager,
West Central Railway,
Jabalpur.

Sub: Appointment of retired officers as Arbitrators - Vigilance Clearance to Shri Tapan Kumar Biswas, Retd.,Addl. Member (Mechnical), Railway Board & Shri M.L.Gupta,CME,,S.C.Railway, Secunderabad.

Ref: Your letter No.WHQ/WG/ARB/29/B. dated 14.05.2008.

.....

Vigilance clearance to Shri Tapan Kumar Biswas, Retd., Addl. Member (Mechnical), Railway Board & Shri M.L.Gupta, CME, S.C.Railway Secunderabad had already been given vide Board's letter of even number dated 4.6.2007 & 14.11.2005 respectively (Copy enclosed). Therefore, there is no need to have separate vigilance clearance for these officers as per instructions issued vide Board's letter of even number dated 13.4.05.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board.

(12)

MOST IMMEDIATE

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE.I/CT/7. **New Delhi, dated .06.2008.**

The Chief General Engineer
East Coast Railway,
Office of the General Manager ,
Bhubaneswar.

Sub: SLP © CCNo.4442/2008 – U.O.I. Vs. Niranjan Das.

Ref: Mrs. Anil Katiyar, Dy. Govt. Advocate, Ministry of Law & Justice letter No.2/CAS/2008 dated 4.6.2008 addressed to you and copy to CRB.

Please refer to the above letter enclosing a copy of notice as received from the Registry of the Hon'ble Supreme Court

As required you are requested to deposit 50 per cent of the awarded amount within a period of one month otherwise the stay order shall automatically stand vacated and it may further invite serious strictures against the department.

This may kindly be treated on **TOP PRIORITY**.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board.

(13)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated .06.2008.**

The General Manager (Arb),
East Coast Railway,
Rail Vihar,
Chandrasekharpur
Bhubaneswar.

Sub: Appointment of retired officers as Arbitrators - Vigilance Clearance to Shri Lokanath Sadhaangi, Retd. Member (Technical)/RCT/BBS.

Ref: Your letter No.ECoR/GA/Arb/RRO/Panel/380/1834 dated 26.5.2008.

.....

To enable the Board to process the case for Vigilance clearance in favour of Shri Lokanath Sadhaangi, Retd. Member(Technical)/RCT/BBS, kindly furnish the Biodata of the officer viz. i.e.Date of Birth and the service to which he belonged,

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board.

(14)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated .06.2008.**

The General Manager,
Western Railway,
Head quarter office,
Churchgate
Mumbai-20.

Sub: Appointment of retired officers as arbitrators - Vigilance Clearance to Shri R.S. Varshney, Retd., Member Staff, Railway Board & Shri Vinod Kumar Sharma, Retd., GM, Metro Railway.

Ref: Your letter No.G.46/1/1/(RRO) dated 23.5.2008.

.....

In reference to your above letter it is informed that Shri R.S.Varshney, Retd.,Member Staff, Railway Board & Shri Vinod Kumar Sharma,Retd., GM, Metro Railway have not figured in any vigilance case as per Vigilance Directorate of Railway Board. You may take further necessary action as deemed fit.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board.

(15)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2008/CE.I/CT/14. **New Delhi, dated** 29.05.08

The Dy. G.M.(Law),
Northern Railway,
Baroda House,
New Delhi.

Sub: W.P. (Civil) No.2725 of 2008 in Hon'ble High Court Delhi. M/s. Akash Builders & Ors. V/s UOI and Ans.

Ref: Your letter No.NR/HQ/Lit/Engg/HC/DLI/DEN/2/2003 Dated 24.4.2008.

.....

Vide Board's letter No.2007/CEI/CT/18 dated 28.9.2007, PVC has been made applicable for tenders of value more than Rs.1.0 crore irrespective of the completion period and irrespective of the upper limit.

Earlier the short duration contracts having completion period of less than 1 year did not have PVC clause. Since the contracts of value upto Rs. 1.0 crore are generally to be completed within a year, therefore Board decided not to allow Price Variation in contracts of value less than Rs.1.0 crore.

You may kindly go through the case on the above lines and depute some official to Boards office to study the papers and to frame out the detailed reply to brief the Railway advocate who is contesting the case on behalf of Ministry of Railways.

(T. GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board

Copy to:-

Pr.CE./Northern Railways, Head Quarters Office, Baroda House, New Delhi.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2008/CE.I/CT/14. **New Delhi, dated** 27 **.05.08**

The Dy. G.M.(Law),
Northern Railway,
Baroda House,
New Delhi.

Sub: W.P. (Civil) No.2725 of 2008 in Hon'ble High Court Delhi. M/s. Akash Builders & Ors. V/s UOI and Ans.

Ref: Your letter No.NR/HQ/Lit/Engg/HC/DLI/DEN/2/2003 Dated 24.4.2008.

.....

Vide Board's letter No.2007/CEI/CT/18 dated 28.9.2007, PVC has been made applicable for tenders of value more than Rs.1.0 crore irrespective of the completion period and irrespective of the upper limit.

Earlier the short duration contracts having completion period of less than 1 year did not have PVC clause. Since the contracts of value upto Rs. 1.0 crore are generally to be completed within a year, therefore Board decided not to allow Price Variation in contracts of value less than Rs.1.0 crore.

You may kindly go through the case on the above lines and depute some official to Boards office to study the papers and to frame out the detailed reply to brief the Railway advocate who is contesting the case on behalf of Ministry of Railways.

(T. GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board

Copy to:-

Pr.CE./Northern Railways, Head Quarters Office, Baroda House, New Delhi.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24.pt I New Delhi, dated 12.05.2008.

The General Manager,
Northern Railway,
Baroda House
New Delhi.

Sub: Appointment of retired officers as arbitrators - Vigilance Clearance to Shri Budh Prakash, Retd. GM, N.C.Railway.

Ref: Your letter No.63-W/O/VII/Retd/Arb/WA dated 11.03.2008.

.....

In reference to your above letter it is informed that Shri Budh Prakash, Retd. GM, N.C. Railway has not figured in any vigilance case as per Vigilance Directorate of Railway Board. You may take further necessary action as deemed fit.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board .

Pl. Issue

12/5/08



(16)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.85/W-I/CT/7/Pt. I 09.05.2008

Addressed to: As per list attached.

Sub: Price Variation for supply of steel by contractors in works contracts.

Ref: (i) Board's letter No. 85/W-I/CT/7 Pt I dt.18/19.04.06.
(ii) Board's letter No. 2007/CE-I/CT/18 dated 28.9.07
(iii) Board's letter No. 2007/CE-I/CT/18 dated 7.3.08

There has been unprecedented fluctuation in the price of steel in the recent past. Since the movement of RBI Wholesale Price Index for the sub-group iron and steel (which is the existing basis for admitting price variation for steel) is not truly reflecting the market fluctuation of steel prices, Board have decided to introduce the following price variation formula for supply of steel in future contracts.

Ms = Q (Bs-Bso) where

Ms = Amount of price variation in steel payable/recoverable

Q = Weight of steel in tonnes supplied by the contractor as per the on account bill for the month under consideration.

Bs = SAIL's (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.

Bso= SAIL's ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

NOTE:

(i) Relevant categories of steel for the purpose of operating the above price variation formula based on

SAIL's ex-works price plus Excise Duty thereof are as under:-

SL No	Category of steel supplied in the railway work.	Category of steel produced by SAIL whose ex-works price plus Excise Duty thereof would be adopted to determine price variation.
1.	Reinforcement bars and other rounds.	TMT 8 mm IS 1786 Fe 415
2.	All types and sizes of angles.	Angle 65 x 65 x 6 mm IS 2062 E250A SK
3.	All types and sizes of plates.	PM Plates above 10-20 mm IS 2062 E250A SK
4.	All types and sizes of channels and joists.	Channels 200 x 75 mm IS 2062 E250A SK
5.	Any other section of steel not covered in the above categories and excluding HTS.	Average of price for the 3 categories covered under sl no. 1, 2, 3 above.

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

2. The above procedure shall come into effect with prospective effect and shall be reviewed after a period of one year.

3. This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

Hindi version will follow.

(T.GUPTA)
Executive Director, Civil Engineering(G)
Railway Board

No.85/W-I/CT/7/Pt. I 09.05.2008

Copy forwarded for information to:

(i) FA&CAOs and FA&CAO/Cs - all Indian Railways.
(ii) Deputy Comptroller and Auditor General of India (Railways), New Delhi (with 46 copies)

9.5.8

for Financial Commissioner (Railways)

(17)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE.I/CT/8 **New Delhi, dated 9 . 5.2008.**

Addressed to:-

As per list attached.

Sub: Measurement in Field Books – Issue of Correction Slip to Engg. Code Para 1317.

.....

The Ministry of Railways (Railway Board) have decided that the corrections as indicated in the enclosed **correction Slip No.44** may be added as Para **1317-A** in the relevant Para **1317** of the Indian Railways Code for the Engineering Deptt. (Third Reprint) 1999.

This issues with the concurrence of the Finance Dte. of Ministry of Railways.

Receipt of this letter may please be acknowledged.

(T.GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board.

DA:As above.

No.2007/CE.I/CT/8 **New Delhi, dated 9 .5.2008.**

Copy forwarded for information to:-

(i) FA & CAO, All Indian Railways.
(ii) Deputy Comptroller and Auditor General of India (Railways), New Delhi(with 46 spares).

For Financial Commissioner /Railways.

Advance Correction Slip to Indian Railways Code for the Engineering Department (Third Re-print) 1999 .

Add sub para 1317 – A as under:-

Para 1317-A: The Field Books/Level Books used for recording the levels should be machine numbered and these books should be maintained, accounted and kept in safe custody in the same way as Measurement Books are maintained, accounted and kept.

(Authority Board's letter No.2007/CE.I/CT/8 dated 9-5-2008.)

(18)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE.I/CT/816 **New Delhi, dated 7 . 5.2008.**

Addressed to:-

As per list attached.

Sub: Guidelines for procurement of Steel items.

It has come to the notice of the Board that on certain Divisions of Railways steel channels were procured from local dealers.

In this connection your attention is drawn to Board's letter No.94/CEI/CT/4 dated 17.9.97 para 20(vii) -Testing of Building Material - which stipulates that:-

"Railways should procure materials from IS (BIS) approved firms. Independent tests should also be conducted to ensure that the materials conform to IS (BIS) specifications."

Board have desired that these instructions should be strictly followed by the zonal Railway to avoid recurrence of such incidents.

Receipt of this letter may please be acknowledged.

(T.GUPTA)
Exec. Director, Civil Engg. (G)
Railway Board.

(19)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CEI/CT/12. **New Delhi, dated 3.5.2008.**

The Principal Chief Engineers,
All Zonal Railways.
(Except Eastern & South Eastern Railway)

The CAO(c)'s,
All Zonal Railways.

Sub:- SDGM's /CVOs Workshop held on 19th & 20th July '2007 at Secunderabad – System Improvements Suggested.

.....

Kindly refer to Board's letter of even number Dated 22.10.2007 followed by reminder dated 7.1.2008 on the subject cited above and arrange to send your reply along with the views of Associate Finance thereto without any further delay.

(T.GUPTA)
Executive Director Civil Engg.(G)
Railway Board.

(20)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated 21/5.05.2008.**

The General Manager,
Southern Railway,
Chennai-3.

Sub: Appointment of retired officers as arbitrators - Vigilance Clearance to Shri V.Subramanyam, Retd. COS/ S.Railway

Ref: Your letter No.G.16/DGM/ARB/PANEL dated 13.12.2007.

.....

In reference to your above letter it is informed that Shri V. Subramanyam, Retd. COS/S. Railway has not figured in any vigilance case as per Vigilance Directorate of Railway Board. You may take further necessary action as deemed fit.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board .

(21)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE.I/CT/12 **New Delhi, Dated .05.2008.**

The General Manager/ Engg,
North Central Railway,
Allahabad.

Sub: SDGM's/CVOs Workshop held on 19th & 20th July 2007 at Secunderabad - System Improvements Suggested.

Ref:- Your letter No.74-W/Tender/System Improvement/Wks. Dated 31.01.2008.

.....

As desired a copy of Board's letter dated 22.10.2007 is enclosed herewith.

(T.GUPTA)
Exec.Director, Civil Engineering (G)
Railway Board.

DA: One.

(92)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2007/CE.I/CT/7. New Delhi, dated .05.2008.

The General Manager (Engg.),
N.F. Railway,
Maligaon.

Sub: Representation from M/s Khetovi Kinny, regarding Complaint against the irregularities and manipulation of tender papers (Tender Notice No.05 of 2006) after dropping into the tender box.

Ref:Your letter No.W/362.Misc/LMG/W-2/Pt.III dated 24.8.2007.

.....

In reference to your letter referred above, Board have desired that the reply to the contractor M/s Khetovi Kinny may be sent by DRM/Lumding.

(T.Gupta)
Executive Director Civil Engineering (G)
Railway Board

(23)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2003/CE.I/CT/4 Pt.I **New Delhi, dated 4 .4.08**

AS PER LIST "A" ATTACHED

Sub: Amendment to General Conditions of Contract – (Works contracts).

Ref: 1. Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006.
2. Board's letter No.2003/CE-I/CT/4 Pt.I dated 23.1.2008.

The revised provision of GCC communicated vide item (i) & (ii) of S.No.1 of enclosure to Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006 and 23.1.08 regarding the forms in which Earnest Money may be accepted has been reviewed and Board have decided to amend the clauses as under:

"The Earnest Money should be in cash or in the form of deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank".

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T. Gupta)
Executive Director, Civil Engineering(G)
Railway Board

No.2003/CE.I/CT/4 Pt.I **New Delhi, dated 4 .4.08**

Copy forwarded for information to:

Deputy Comptroller & Auditor General of India(Railways), New Delhi (with 46 copies).

For Financial Commissioner(Railways)

CE-(SPL)I

LIST OF ADDRESSES

(A)General Manager/Principal Chief Engineers/C.E.(Coordination)

1. Central Railway, Mumbai.
2. Eastern Railway, Kolkata
3. East Central Railway, Hajipur.
4. East Coast Railway, Bhubaneshwar
5. Northern Railway, New Delhi
6. North Central Railway, Allahabad
7. North Eastern Railway, Gorakhpur.
8. N.F.Railway, Maligaon, Guwahati.
9. North Western Railway, Jaipur.
10. Southern Railway, Chennai.
11. S.C.Railway, Secunderabad.
12. South Eastern Railway, Kolkata.
13. South Western Railway, Hubli.
14. Western Railway, Mumbai.
15. West Central Railway, Jabalpur.
16. South East Central Railway,Bilaspur.*
17. N.F.Railway (Const.) Guwahati.
18. CLW, Chittaranjan, West Bengal.*
19. DLW, Varanasi.*
20. ICF, Perambur, Chennai.*
21. RCF, Kapurthala, Punjab.*
22. Core, Allahabad.
23. M.T.P.,Kolkata.
24. Rail Wheel Factory, Bangalore.*

(B)CAO/CAO(R)

25. COFMOW, Tilak Bridge, New Delhi.*
26. Diesel Compo.Works,Patiala(Punjab)*

(C)CAOs (Const.)

27. Central Railway, Mumbai.
28. Eastern Railway, Kolkata.
29. East Central Railway, Hajipur.
30. Northern Railway, Kashmere Gate, Delhi. *
31. N.C.Railway, Allahabad,
32. North Eastern Railway, Gorakhpur.
33. N.F.Railway, Maligaon, Guwahati.
34. North Western Railway, Haipur.
35. Southern Railway, Egmore, Chennai.*
36. S.C.Railway, Secunderabad.
37. South Eastern Railway, Kolkata
38. S.E.C.Railway, Bilaspur.*
39. East Coast Railway, Bhubaneshwar.
40. South Western Railway,Bangalore/Hubli.*
41. Western Railway, Mumbai.
42. West Central Railway, Jabalpur.
43. Metro Railway, Mumbai.
44.Metro Railway, Chennai.

(D) DIRECTOR GENERAL:

45. RDSO, Manak Nagar, Lucknow.*
46. Chief Commissisoner of Railway Safety, Ashoka Road, Lucknow.*

(E) THE DIRECTORS:

47. IRICEN, Rail Path, Pune. Pin-411001 * (Maharashtra).
48. IRICEN, P.B.No.-233, Nasik Road-42210 (Maharashtra).
49. IRISET, Taa Naka Road, Lalla Guda * Secunderabad.
50. IRIMEE, Jamalpur Distt., Jamalpur – * 811214. (Bihar)
51. M.D., Rail Vikas Nigam Ltd., August * Kranti Bhawan, Bhikajikama Place, New Delhi., Bhikajikama Place, New Delhi.
52. Indian Railways Institute of Transport Management, Saraswati, Residential Estate, IRITM Campus, Manak Ngr, Lucknow. *

CHIEF PROJECT OFFICER

53. DMRC, NBCC Place, Bhishma Pitamah * Marg, Pragati Vihar, New Delhi – 110003.
54. Principal,Railway Staff College,Vadodra * (Gujrat).

(G) FA & CAOs

55. Central Railway, Mumbai.
56. Eastern Railway, Kolkata
57. East Central Railway, Hajipur.
58. East Coast Railway, Bhubaneshwar
59. Northern Railway, New Delhi
60. North Central Railway, Allahabad
61. North Eastern Railway, Gorakhpur.
62. N.F.Railway, Maligaon, Guwahati.
63. North Western Railway, Jaipur.
64. Southern Railway, Chennai.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.95/CE.I/CT/24. **New Delhi, dated .04.2008.**

The General Manager,
Southern Railway,
Chennai-3.

Sub: Appointment of retired officers as arbitrators - Vigilance Clearance to Smt.Radha Uday, Retd., FA&CAO, RWF, Bangalore.

Ref: Your letter No.G.16/DGM/ARB/PANEL dated 13.12.2007.

.....

Vigilance clearance to Smt.Radha Uday, Retd., FA&CAO, RWF, Bangalore had already been given vide Board's letter of even number dated 15.6.2007 (Copy enclosed). Therefore, there is no need to have separate vigilance clearance for Smt. Radha Uday as per instructions issued vide Board's letter of even number dated 13.4.05.

(T. GUPTA)
Exec.Director, Civil Engg. (G)
Railway Board

DA: As above.

(24)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2006/CE.I/Caiii/1, New Delhi, dated .04.2008.

The CAO/Construction,
Egmore, Southern Railway,
Chennai-600008.

Sub: Request for earliest and consolidated settlement of 4 pending arbitration cases pertaining to Shri M.C.Baby, Railway Contractor, Ernakulam, Kerala.

Ref: Board's letter dated 29.11.2007 and your letter No.W.148/ARB/GI/CN dated 13.12.07.

.....

Vide your above referred letter you have informed the position of the pending 4 arbitration cases against the above contractor. Till Now only one has been finalized.

However by this time lot of progress may have been made in remaining 3 cases.

Since the position is to be put up to CRB, you are requested to furnish the latest position by return.

Matter most urgent.

(T.Gupta)
Executive Director Civil Engineering (G)
Railway Board

(25)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2007/CE-I/CT/13 New Delhi, dated 20 .03.2008

As per Mailing List 'A' attached.

Sub. Power of Acceptance of Works Tenders.

Ref. (i) Board's letter No. 2007/CE-1/CT/13 dated 3.9.07
(ii) Board's letter No. 2007/CE-1/CT/13 dated 15.10.2007

The purpose of the clarification made in reference (ii) of above-mentioned letter dated 15.10.07 was to give the required flexibility to GMs to decide the level of Tender Committee to finalize works contracts relating to Production Units, Workshops and Divisions duly taking into account the local conditions, availability of officers etc.

2. It is further clarified that this flexibility is available to all the Zonal Railways and not restricted only to the newly created Zonal Railways.

3. While the limit prescribed in Board's letter of even number dated 3.9.07 vide reference (i) above, can be the upper limit, GMs in case of PUs, Workshops and Divisions may decide the level of Tender Committee and also the level of accepting authority as per local conditions, availability of officers etc.

4. This issues with the concurrence of finance directorate of Ministry of Railways.

Please acknowledge the receipt.

(T. Gupta)
Executive Director Civil Engg.(G)
Railway Board

No. 2007/CE-I/CT/13 New Delhi, 20.03.2008

Copy forwarded for information to:

(i) FA&CAOs - all Indian Railways.
(ii) Deputy Comptroller and Auditor General of India (Railways), New Delhi (with 46 copies)

for Financial Commissioner (Railways)

(26)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2007/CE-1/CT/18 New Delhi, 7th March, 2008

To,

As per list attached.

Sub: Empowerment of Field Organizations (Works Contract matters).

Ref: Board's letter No. i) 2003/CE.I/CT/4/Pt.1 dated 12/16.05.2006
ii) 72/W-I/CT/12 dated 11.3.1981
iii) 94/CE.I/CT/4 dated 17.10.2002
iv) 94/CE.I/CT/4 dated 17.09.97
v) 2007 / CE-I/CT/18 dated 28.09.2007
vi) F(X)II/2006/PW/17 dated 04.12.2006,

Subsequent to the issue of Board's letter dated 28.9.07 cited as reference (v) above, Board have reviewed certain aspects of existing works contract management practices for the purpose of further empowerment of field organizations in works contract matters. Accordingly, certain existing clauses in GCC have been modified and certain new clauses have been introduced as detailed below:-

1. Stage Payment on supply of steel in the Works Contract.

As per the existing procedure, payment for steel supplied by a works contractor is generally arranged only after actual usage of steel in the work. However, it has now been decided that where considered necessary by CAO/C in contracts of value more than Rs. 15 crore each, a suitable clause for making stage payment for steel physically brought by the contractor to the site (even before its actual use in the work), may be incorporated as part of the tender conditions. This clause, inter alia, should cover the following aspects :-

a) The material shall be strictly in accordance with the contract specifications.

b) The tender schedule shall provide for individual NS rate to be quoted by the tenderers for steel separately.

c) The material shall be delivered at site and properly stored under covered sheds in measurable stacks.

d) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time.

e) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.

f) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.

g) Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.

h) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work.

i) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.

2. Security Deposit

As per the Board's letter No.2003/CE.I/CT/4/Pt.1 dated 12/16.05.2006, following conditions for security deposit was prescribed:

"Unless otherwise specified in the special conditions, if any, the Security Deposit/Rate of recovery/Mode of recovery shall be as under:-

(a) Security Deposit for each work should be 5% of the contract value,

(b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,

(c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the

certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained".

In partial modification to the above instructions, it has now been decided that:-

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

(ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

3. Two Members Tender Committee for tenders of value of Rs.20 lakh and less each.

In partial modification of Board's letter No.72/W-I/CT/12 dated 11.3.1981, it has been decided that for Works Tenders of value upto Rs.20 lakh, the Tender Committee shall hereafter be constituted with only two Members out of which, one should essentially be from the Accounts Deptt. and the other from the concerned Executive Deptt. However, the existing practice of three member Tender Committee will continue to be applicable for tenders of value more than Rs.20 lakh each.

4. Minimum Tender Notice Period for contracts of small value.

In partial modification to para 1238 of Engineering Code, it has been decided that CAO/C/DRM be empowered to reduce the minimum tender notice period of one month to 21 days where considered necessary without Finance concurrence. Needless to say, this should be resorted to only after the bid document, site survey reports, plans etc. are ready and that such reduction in Tender Notice period does not restrict the level of competition. Further reduction of this Tender Notice period from 21 days (but not less than 15 days in any case) in rare exceptional circumstances in the case of small value works shall be exercised by CAO/C with the concurrence of the FA&CAO/C.

5. Eligibility Criteria for Works Tenders.

In partial modification to para 2.3.4.1 and 2.3.4.2 of Board's letter No. 94/CE-I/CT/4 dated 17.10.2002 and subsequent amendments thereon, Board have reviewed the eligibility criteria that are presently adopted and have decided as under:-

The existing eligibility criteria may normally be taken as a general guideline for adoption in works tenders. However, in case of special circumstances, warranting some relaxation in the eligibility criteria, CAO/C with the personal concurrence of FA&CAO/C may effect relaxation in the existing eligibility criteria prescribed in para 2.3.4.1 and 2.3.4.2 of Board's letter dated 17.10.02 referred above, and subsequent amendments thereon. This relaxation would need personal approval of CAO/C and exercise of this power shall not be re-delegated. Moreover, these powers shall be exercised judiciously duly recording the special circumstances surrounding the tender in question and not in a routine manner.

6. Incentive Bonus Payment Clause.

Considering the need of early and time bound completion of throughput enhancement works primarily those coming under the Plan Heads 'Doubling' and 'Traffic Facilities', it has been decided to introduce an Incentive Bonus Payment Clause as part of tender conditions in tenders relating to such throughput enhancement works. This clause, inter alia, should cover the following parameters:

(i) The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever is less.

(ii) The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less.

(iii) This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account (Railways account or contractors account).

(iv) Period less than a month will not be reckoned for the incentive bonus calculation.

7. Adoption of Two Packet System of tendering for high value contracts.

Instructions already exist vide Board's letter No.94/CE-I/CT/4 dated 17.09.97 for adopting two packet system of tendering for large value works. These instructions are again reiterated and Railways may follow two packet open tender system instead of resorting to single packet open tender for high value tenders. The Railway may also resort to prequalification tender to avoid delays in verification of credentials of contractors.

8. Single Tender

As per Engineering Code para 1214-A, General Managers are empowered to award contracts on single tender. In partial modification to this para, it has now been decided to empower CAO/C with the personal concurrence of FA&CAO/C to float and finalise single tenders of value not more than Rs.2 crore each only for the purpose of early completion of last mile of throughput enhancement works relating to 'Doubling' and 'Traffic Facility' plan heads. Tender Committee in all such cases would be at SAG level with acceptance by CAO/C. The exercise of this power would be done personally by CAO/C with the personal concurrence of FA&CAO/C.

9. Application of Mobilization Advances Clause and Interest Rate for Mobilization Advances.

The rate of interest on advances extended by Railways to contractors was downwardly revised to 14% vide Board's letter No.2007/CE.I/CT/18 dated 28.09.2007. On a further review of this clause, Board have decided as under:-

a) The interest rate applicable to mobilization advance is further reduced from 14% to 12%.

b) The mobilization advance clause henceforth be restricted only to high value tenders of value Rs. 10 Crore and above each.

10. Amendment to Price Variation Clause in Works Contract.

In partial modification to item 2 (iii) of Board's letter No.2007/ CE-I/CT/18 dated 28.09.2007, it has been decided to delete the existing lower limit of 5% for disallowing the PV claim.

11. Part Estimate

In partial modification to item 40(5) of Board's letter No. F(X)II/2006/PW/17 dated 04.12.2006, GMs are now authorized to sanction part estimate costing upto 2% of the total value of the work, as originally sanctioned in the budget to incur expenditure towards preliminary activities viz., FLS, Geotechnical Studies, Design, Preparation of Plans, Drawings etc.

These modified clauses/provisions shall be applicable with prospective effect in all future works contracts.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge the receipt.

(T Gupta)
Executive Director Civil Engg.(G)
Railway Board

No.2007/CE-I/CT/18 07.03.2008

Copy forwarded for information to:

i. FA&CAOs and FA&CAO/Cs – all Indian Railways
ii. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi (with 46 copies)

For ***Financial Commissioner (Railways)***

(27)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2003/CE.I/CT/4 Pt.I **New Delhi, dated 4 .4.08**

AS PER LIST "A" ATTACHED

Sub: Amendment to General Conditions of Contract – (Works contracts).

Ref: 1. Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006.
2. Board's letter No.2003/CE-I/CT/4 Pt.I dated 23.1.2008.

The revised provision of GCC communicated vide item (i) & (ii) of S.No.1 of enclosure to Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006 and 23.1.08 regarding the forms in which Earnest Money may be accepted has been reviewed and Board have decided to amend the clauses as under:

"The Earnest Money should be in cash or in the form of deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank".

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T. Gupta)
Executive Director, Civil Engineering(G)
Railway Board

No.2003/CE.I/CT/4 Pt.I **New Delhi, dated 4 .4.08**

Copy forwarded for information to:

Deputy Comptroller & Auditor General of India(Railways), New Delhi (with 46 copies).

For Financial Commissioner(Railways)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2007/CE-1/CT/18 New Delhi, 7th March, 2008

To,

As per list attached.

Sub: Empowerment of Field Organizations (Works Contract matters).

Ref: Board's letter No. i) 2003/CE.I/CT/4/Pt.1 dated 12/16.05.2006
ii) 72/W-I/CT/12 dated 11.3.1981
iii) 94/CE.I/CT/4 dated 17.10.2002
iv) 94/CE.I/CT/4 dated 17.09.97
v) 2007 / CE-I/CT/18 dated 28.09.2007
vi) F(X)II/2006/PW/17 dated 04.12.2006,

Subsequent to the issue of Board's letter dated 28.9.07 cited as reference (v) above, Board have reviewed certain aspects of existing works contract management practices for the purpose of further empowerment of field organizations in works contract matters. Accordingly, certain existing clauses in GCC have been modified and certain new clauses have been introduced as detailed below:-

1. Stage Payment on supply of steel in the Works Contract.

As per the existing procedure, payment for steel supplied by a works contractor is generally arranged only after actual usage of steel in the work. However, it has now been decided that where considered necessary by CAO/C in contracts of value more than Rs. 15 crore each, a suitable clause for making stage payment for steel physically brought by the contractor to the site (even before its actual use in the work), may be incorporated as part of the tender conditions. This clause, inter alia, should cover the following aspects :-

a) The material shall be strictly in accordance with the contract specifications.

b) The tender schedule shall provide for individual NS rate to be quoted by the tenderers for steel separately.

c) The material shall be delivered at site and properly stored under covered sheds in measurable stacks.

d) The quantities of materials shall be brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time.

e) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.

f) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.

g) Before releasing the stage payment, the contractor shall insure the material at his own cost in favour of Railways against theft, damages, fire etc.

h) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract. The balance payment shall be released only after the material is actually consumed in the work.

i) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.

2. Security Deposit

As per the Board's letter No.2003/CE.I/CT/4/Pt.1 dated 12/16.05.2006, following conditions for security deposit was prescribed:

"Unless otherwise specified in the special conditions, if any, the Security Deposit/Rate of recovery/Mode of recovery shall be as under:-

(a) Security Deposit for each work should be 5% of the contract value,

(b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,

(c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the

certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained".

In partial modification to the above instructions, it has now been decided that:-

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

(ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

3. Two Members Tender Committee for tenders of value of Rs.20 lakh and less each.

In partial modification of Board's letter No.72/W-I/CT/12 dated 11.3.1981, it has been decided that for Works Tenders of value upto Rs.20 lakh, the Tender Committee shall hereafter be constituted with only two Members out of which, one should essentially be from the Accounts Deptt. and the other from the concerned Executive Deptt. However, the existing practice of three member Tender Committee will continue to be applicable for tenders of value more than Rs.20 lakh each.

4. Minimum Tender Notice Period for contracts of small value.

In partial modification to para 1238 of Engineering Code, it has been decided that CAO/C/DRM be empowered to reduce the minimum tender notice period of one month to 21 days where considered necessary without Finance concurrence. Needless to say, this should be resorted to only after the bid document, site survey reports, plans etc. are ready and that such reduction in Tender Notice period does not restrict the level of competition. Further reduction of this Tender Notice period from 21 days (but not less than 15 days in any case) in rare exceptional circumstances in the case of small value works shall be exercised by CAO/C with the concurrence of the FA&CAO/C.

5. Eligibility Criteria for Works Tenders.

In partial modification to para 2.3.4.1 and 2.3.4.2 of Board's letter No. 94/CE-I/CT/4 dated 17.10.2002 and subsequent amendments thereon, Board have reviewed the eligibility criteria that are presently adopted and have decided as under:-

The existing eligibility criteria may normally be taken as a general guideline for adoption in works tenders. However, in case of special circumstances, warranting some relaxation in the eligibility criteria, CAO/C with the personal concurrence of FA&CAO/C may effect relaxation in the existing eligibility criteria prescribed in para 2.3.4.1 and 2.3.4.2 of Board's letter dated 17.10.02 referred above, and subsequent amendments thereon. This relaxation would need personal approval of CAO/C and exercise of this power shall not be re-delegated. Moreover, these powers shall be exercised judiciously duly recording the special circumstances surrounding the tender in question and not in a routine manner.

6. Incentive Bonus Payment Clause.

Considering the need of early and time bound completion of throughput enhancement works primarily those coming under the Plan Heads 'Doubling' and 'Traffic Facilities', it has been decided to introduce an Incentive Bonus Payment Clause as part of tender conditions in tenders relating to such throughput enhancement works. This clause, inter alia, should cover the following parameters:

(i) The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever is less.

(ii) The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less.

(iii) This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account (Railways account or contractors account).

(iv) Period less than a month will not be reckoned for the incentive bonus calculation.

7. Adoption of Two Packet System of tendering for high value contracts.

Instructions already exist vide Board's letter No.94/CE-I/CT/4 dated 17.09.97 for adopting two packet system of tendering for large value works. These instructions are again reiterated and Railways may follow two packet open tender system instead of resorting to single packet open tender for high value tenders. The Railway may also resort to prequalification tender to avoid delays in verification of credentials of contractors.

8. Single Tender

As per Engineering Code para 1214-A, General Managers are empowered to award contracts on single tender. In partial modification to this para, it has now been decided to empower CAO/C with the personal concurrence of FA&CAO/C to float and finalise single tenders of value not more than Rs.2 crore each only for the purpose of early completion of last mile of throughput enhancement works relating to 'Doubling' and 'Traffic Facility' plan heads. Tender Committee in all such cases would be at SAG level with acceptance by CAO/C. The exercise of this power would be done personally by CAO/C with the personal concurrence of FA&CAO/C.

9. Application of Mobilization Advances Clause and Interest Rate for Mobilization Advances.

The rate of interest on advances extended by Railways to contractors was downwardly revised to 14% vide Board's letter No.2007/CE.I/CT/18 dated 28.09.2007. On a further review of this clause, Board have decided as under:-

a) The interest rate applicable to mobilization advance is further reduced from 14% to 12%.
b) The mobilization advance clause henceforth be restricted only to high value tenders of value Rs. 10 Crore and above each.

10. Amendment to Price Variation Clause in Works Contract.

In partial modification to item 2 (iii) of Board's letter No.2007/ CE-I/CT/18 dated 28.09.2007, it has been decided to delete the existing lower limit of 5% for disallowing the PV claim.

11. Part Estimate

In partial modification to item 40(5) of Board's letter No. F(X)II/2006/PW/17 dated 04.12.2006, GMs are now authorized to sanction part estimate costing upto 2% of the total value of the work, as originally sanctioned in the budget to incur expenditure towards preliminary activities viz., FLS, Geotechnical Studies, Design, Preparation of Plans, Drawings etc.

These modified clauses/provisions shall be applicable with prospective effect in all future works contracts.

This issues with the concurrence of Finance Directorate of Ministry of Railways.

Please acknowledge the receipt.

(T Gupta)
Executive Director Civil Engg.(G)
Railway Board

No.2007/CE-I/CT/18

07.03.2008

Copy forwarded for information to:

i. FA&CAOs and FA&CAO/Cs – all Indian Railways
ii. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi (with 46 copies)

07/3/2008

For ***Financial Commissioner (Railways)***

RBS No. 03/2008

(28)

भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)

No. 92/RS(G)/363/1PEs

New Delhi, dated:24-01-2008

The General Manager, All Indian Railways & PUs including NF(C).
The General Manager, CORE, Allahabad.
The Director General, RDSO, Lucknow & Railway Staff College, Vadodara.
The MD, RITES, RITES Bhavan, Sector-29, Gurgaon.
The MD, Konkan Railway Corporation Ltd., Belapur Bhavan, 4th Floor, Sector-11, CBD, Belapur, Navi Mumbai.
The MD, Mumbai Rail Vikas Corporation, 2nd Floor, Church Gate station Building, Mumbai-400020.
The MD, CRIS, Chanakyapuri, New Delhi.
CAO/DMW, Patiala and COFMOW, New Delhi.
CAO/MTP, NBCC Place, Bhishma Pitamah Marg, Pragati Vihar, New Delhi.
CAO/MTP, Mumbai, Chennai and Kolkata.

Sub: Purchase Preference Policy for Products and Services of Central Public Sector Enterprises.

Ref: (i) Judgment dated 18-05-2007 of the Hon'ble Supreme Court of India in the matter of M/s Caterpillar India Pvt. Ltd. v/s Western Coalfields Limited & others.
(ii) Board's letter of even No. dated 28-7-2005
(iii) Ministry of Heavy Industry & Public Enterprises OM No.DPE 13(12)/2003-Fin.Vol.II dated 18-7-2005.

Ministry of Heavy Industries and Public Enterprises vide their OM No. DPE. 13(15)/2007-Fin. dated 21.11.2007(copy enclosed) have communicated the decision of Central Govt. of India based on the Judgment of Hon'ble Supreme Court of India under reference above regarding Purchase Preference Policy for Products and Services of Central Public Sector Enterprises.

In the light of the Hon'ble Supreme Court's judgment under reference above, the Central Government reviewed the Purchase Preference Policy for Products and services of Central Public Sector Enterprises on 25-10-2007 and decided:

(a) To reiterate its earlier decision dated 30-06-2005 that the purchase preference policy will be terminated with effect from 31-03-2008, as circulated vide ref (ii) & ref (iii) dated 28-7-05 & 18-07-05, respectively,

(b) The preferential purchase policies framed for the specific sectors by the concerned Ministries/Departments within relevant Act of Parliament or otherwise do not come within the purview of this decision.

Contd...2/-

In view of above, it is advised that there will not be purchase preference for products and services of CPSE w.e.f. 31-03-2008 except for preferential purchase policies framed for specific sectors, separately.

Please acknowledge receipt.

DA: As above

Aruna Jain
(Aruna Jain)
DDRS(G)-II
Railway Board

No. 92/RS(G)/363/1PEs
Copy to:

New Delhi, dt: 24 -01-2008

1. FA&CAOs, All Indian Railways & Production Units.
2. PCEs, All Indian Railways.
3. The ADAI(Railways), New Delhi (with 10 spares copies)
4. The Director of Audit, All Indian Railways.

for Financial Commissioner / Railways

No. 92/RS(G)/363/1PEs
Copy to:

New Delhi, dated 24-01-2008

1. The COSs, All Indian Railways & PUs including NF(C).
2. The COS, Metro Railway, Kolkata.
3. The COS, COFMOW, New Delhi.
4. The COS, CORE, Allahabad.
5. The COS, Konkan Railway Corporation Ltd., Belapur Bhavan, 4th Floor, Sector-11, CBD, Belapur, Navi Mumbai-400614.
6. The COS, Mumbai Rail Vikas Corporation, 2nd Floor, Church Gate station Building, Mumbai-400020.
7. The Directors-
   a. Indian Railway Institute of Sig. Engg. & Telecom, Secunderabad.
   b. Indian Railway Institute of Mech. & Elec. Engg., Jamalpur.
   c. Indian Railway Institute of Elect. Engg., Nasik.
   d. Sr.Prof. (Material Management), Railway Staff College, Vadodara.
   e. Indian Railway Institute of Civil Engg., Pune.
   f. Indian Railway Institute of Logistics & Materials Management, IDA House, Sector IV, R.K.Puram, New Delhi
8. Chairman, Railway Rates Tribunal, Chennai.
9. Director, Iron & Steel, 3, Koila Ghat Street, Kolkata.
10. Executive Director(Stores), RDSO, Manak Nagar, Lucknow.
11. Chief Commissioner, Railway Safety, Lucknow.
12. ED(QA)/RITES, RITES Bhavan, Sector-29, Gurgaon, Haryana-122001.
13. CPM, CRIS, Chanakya Puri, New Delhi.
14. GM(Proj)-V, CRIS, Chanakya Puri, New Delhi.

Aruna Jain
(Aruna Jain)
DDRS(G)-II
Railway Board

Contd..3/-

No. 92/RS(G)/363/1PEs

New Delhi, dated: 24-01-2008

Copy to :

1. The General Secretary , AIRF, 4 State Entry Road , New Delhi -110055
2. The General Secretary , NFIR, 3 Chelmsford Road, New Delhi –110055
3. The Secretary General, IRPOF, Room No. 268, Rail Bhavan, New Delhi-1
4. The Secretary General, FROA, Room No. 256-D, Rail Bhavan, New Delhi.
5. The Secretary General, AIRPFA, Room No. 256-D, Rail Bhavan, New Delhi

Aruna Jain
(Aruna Jain)
DDRS(G)-II
Railway Board

Copy to:- Sr. PPSs / PPS / PS to

(i) CRB, FC, ME, ML, MM, MS, MT, SECY., DG (RHS), DG (RPF)
(ii) All AMs and Advisors of Railway Board.
(iii) All Executive Directors of Railway Board.
(iv) All Directors of Electrical, Engineering, Finance, Mechanical, Stores, Signal & Telecom Dte. &
All Branches of Electrical, Engineering, Finance, Mechanical, Stores, Signal & Telecom Dte.

****

(29)

No. DPE/13(15)/2007-Fin
Government of India
Ministry of Heavy Industries and Public Enterprises
Department of Public Enterprises

14, C.G.O. Complex, Lodi Road,
New Delhi-110003

Dated the 21st November, 2007

OFFICE MEMORANDUM

Subject: Review of Purchase Preference Policy for Products and Services of Central Public Sector Enterprises(CPSEs) in view of the judgement of the Supreme Court of India in the matter of M/s Caterpillar India Pvt. Ltd. v/s Western Coalfields Limited and Ors dated 18.5.2007.

The undersigned is directed to refer to this Department's O.M. no. DPE.13(12)/2003-Fin. Vol. II dated 18.7.2005 regarding extension of Purchase Preference Policy for Products and Services of CPSEs for a further period of three years beyond 31.3.2005 with certain modifications.

2. The Supreme Court of India in its judgement in the transferred Civil Petitions of 2004 from the different High Courts in the matter of M/s Caterpillar India Pvt. Limited v/s Western Coalfields Limited and Ors. Observed that imposing a condition like purchase preference no option is left and a monopoly is being created. Any increase in the effectiveness of PSEs cannot be done on a uniform basis without examination as to whether such protection is necessary for a particular PSE. Further, it has to be examined on a case to case basis as to whether any differential treatment is called for. There may not be any competition left if 10% margin is allowed. It was also contended that the preference should be given PSE specific and the margin to be allowed should be examined rationally. Because of the substitution of the word 'may' by 'will' there is essentially a reversal of the policy. While giving its judgement, the Supreme Court also expressed its views which inter-alia includes the following:

(a) Industry-wise assessment to be done by the concerned Ministries and in case of cost effectiveness is achieved by any PSEs there may not be any need for extending preference to such PSEs. Such examination should be done on the line as to whether any preference is at all called for and the extent of margin of preference to be allowed, which would also ensure level playing field for others. Further, while splitting the tenders, the minimum quantity/amount should be so fixed as to ensure that it is rational and there is no element of uncertainty. In other words, there should not be any rigid / inflexible purchase preference policy without examination as to whether such protection is necessary for a particular PSE;

(b) Present practice of allowing uniform margin of 10% over the L-1 bidder, as purchase preference to CPSEs, has to be reviewed and margin should be fixed PSE specific by the concerned Ministry on a rational basis;

(c) The overall impact of such preference to be allowed on foreign direct investment has also to be assessed/considered.

The Supreme Court through its judgement dated 18.5.2007 inter alia directed that the exercise, as noted above shall be undertaken by the concerned Ministry of the Central Government within a period of 4 months from the date of the judgement.

...2

3. In view of the above-mentioned judgement of the Supreme Court of India, the Government again reviewed the Purchase Preference Policy for Products and services of Central Public sector Enterprises on 25.10.2007 and decided to reiterate its decision dated 30.6.2005 that the purchase preference policy will be terminated with effect from 31.3.2008. The Government also decided that the preferential purchase policies framed for the specific sectors by the concerned Ministries/ Departments within relevant Act of Parliament or otherwise do not come within the purview of this decision. The concerned Ministry/Department may independently evolve/review preferential policies for the sectors of their concern, as per their requirement.

4. All the administrative Ministries/Departments are requested to take note of the above mentioned decision of the Government and also bring it to the notice of the CPSEs under their administrative control for information and necessary compliance.

(R.L. Meena)
Joint Adviser
Telefax : 24362061

The Secretaries of all administrative Ministries/Departments and Nodal Ministries/Departments

Copies for information to:

(i) The Cabinet Secretariat (Shri K.L. Sharma, Director), Rashtrapati Bhawan, New Delhi w.r.t. their Note No.40/CM/2007(i) dated 29th October, 2007 circulating therewith the minutes of the Meeting of the Cabinet dated 25.10.2007 regarding review of purchase preference policy for products and services of CPSEs.

(ii) Prime Minister's Office (Shri T.K.A. Nair, Principal Secretary to the Prime Minister) South Block, New Delhi.

(iii) PS to Minister (HI&PE).

(iv) The Chief Executives of CPSEs.

(R.L. Meena)

(31)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No.2003/CE.I/CT/4 Pt.I. **New Delhi, dated 23.1.2008.**

AS PER LIST "A" ATTACHED.

Sub: Amendment to General Conditions of Contract – (Works contracts).

Ref: Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006.

The revised provision of GCC communicated vide item (ii) of S.No.1 of enclosure to Board's letter No.2003/CE-I/CT/4 Pt.I dated 12/16.5.2006 regarding acceptance of EMD in the form of Deposit receipts, executed by the Scheduled Banks (other than State Bank of India and the Nationalized banks) have been reviewed and Board have decided to delete the following sentence from the above mentioned clause:

"The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India."

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Please acknowledge receipt.

(T. Gupta)
Executive Director, Civil Engineering.(G)
Railway Board.

No. No.2003/CE.I/CT/4 Pt.I. New Delhi, dated 23.1.2008.

Copy forwarded for information to:

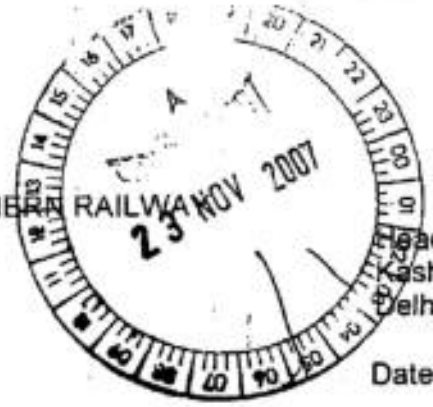
Deputy Comptroller and Auditor General of India (Railways), New Delhi (with 46 copies).

For Financial Commissioner(Railways)

C:\Documents and Settings\admin\Desktop\CT\CT.doc303

S. No. 14

(32)



NORTHERN RAILWAY

Headquarters Office,
Kashmere Gate,
Delhi.

No: 74-W/0/CP/Pt-IV

Dated 22.11.07

The Executive Director Civil Engg. (G),
Ministry of Railways,
Railway Board,
New Delhi.

Sub: Payment of Fee/Honorarium to Retired Railway Officers nominated as Arbitrators.

Ref: Railway Board's letter No. 95/CE-I/CT/24 dt. 12.1.2004. SN-11

As per extent instructions of the Railway Board now a retired Railway officer can also be nominated as a member of the Arbitration Tribunal consisting of three members. The payment of Honorarium/fee to serving Railway officers nominated as arbitrator is governed vide Railway Board's letter No. E(G)2004 HO 1-2 dt.24.2.2004. According to which serving Railway officers are entitled for fee of Rs. 300/- per day and Rs. 150 for half day subject to maximum of Rs. 10000/- while retired Railway officers are entitled for a payment of 1% of the claim value subject to a maximum of Rs. 50000 as honorarium/fee, which includes conveyance charges, if, arbitrator is residing locally, in terms of Railway Board's letter dated 12.1.2004 referred above.

As per extent practice, the payment of fee/honorarium is demanded and paid to serving Railway officers after publication of award.

In terms of extent delegation of powers of the G.M. issued vide letter No F(XOII/86/PW/5 dt 5.5.87, GM can only sanction honorarium for arbitration to the extent of Rs. 2000/- for Railway servant. This power needs to be enhanced to the extent of Rs. 10000/.- per case so that sanction of honorarium to Railway servant is dealt at the Zonal Railway level. In addition, G.M. may also be delegated power for sanction of honorarium/fee to retired Railway officers upto Rs. 50000/- per case as at present there are no such powers with Zonal Railway.

(Chander Prakash)
Chief Administrative Officer/Const./P&P

May kindly see for n/a as discussed.

EDF/E

24/11/07

GOI/C

SN - 11

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

RB/CE.I/1/2004.

No.95/CE.I/CT/24 New Delhi, dated 12 .01.2004

(As per list attached)

Sub: Appointment of Retired Railway Officers as Arbitrators.

Ref: Board's letter No.95/CE.I/CT/24 dated 14.11.96.

In continuation of Board's letter of even number dated 14.11.96, Board have further decided on the fee payable for retired railway officers for working as arbitraior.

Guidelines for appointment of retired railway officers as arbitrators and fees payable to them are enclosed as Annex. A. The earlier instructions issued on the subject vide Board's letter referred to above, are also enclosed as Annexure-B.

This issues with the concurrence of Finance Directorate of the Ministry of Railways.

Encl: As above.

(PARMOD KUMAR)
Exec.Director, Civil Engineering(G)
Railway Board.

Copy to Legal Cell and F(X)I Branch in Board's office.

Annexure-'A'

Guidelines for appointing the Retired Railway Officer(s) as Arbitrator(s) and fee payable to.

1. A panel of arbitrators shall be drawn up by the concerned Zonal Railway after obtaining vigilance clearance from Railway Board. Since in all arbitration cases having three or more members, one member will be from Finance and most of the arbitration cases are from Civil Engineering Department, larger panels of Finance and Civil Engineering officers should be formed. The panel should be reviewed every year by G.M. in consultation with Railway Board Vigilance and names added/deleted, as necessary.

2. Out of 3 or more arbitrators, not more than one arbitrator should be a retired railway officer (retired not below the rank of SAG), age not exceeding 70 years and in reasonably good mental and physical fitness. The presiding arbitrator should be a serving railway officer.

3. Retired railway officer while working as an arbitrator will be entitled for a fee not exceeding 1% of the total claims, including the counter-claims subject to maximum of Rs.50,000/- per case. This would include the conveyance charges from the residence of the arbitrator to the place of hearing, if it happens to be in the same city where the retired railway officer (appointed arbitrator) resides.

4. Clerical and stenographic assistance, including stationery shall be provided by the Railway. However, if the arbitrator brings his own Steno and does not ask for any assistance, he/she can be paid an honorarium up to 10 per cent of the fee of one arbitrator subject to a minimum of Rs.500/- per case and cost of stationery as per actuals.

5. The fees proposed for arbitration and the honorarium for clerical/stenographic assistance may be reviewed every 3 years. The review will be done by Railway Board.

6. The claimant and the respondent would share all the cost of arbitration equally.

7. All other clauses/conditions would be the same, as already agreed by the Board and circulated to Railways vide Board's letter No.95/CE I/CT/24, dated 14.11.1996 (copy enclosed).

Guard file 18

(34)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. F(X)II-2007/PW/4 **New Delhi, dated 21/09/2007.**

The General Managers,
All Indian Railways,
Including CLW, DLW, ICF, RCF & Rail Wheel Factory.
Metro Railway, Kolkata.

The General Manager (Const.),
N.F. Railway, Guwahati.

CAOs (Constn), All Indian Railways (except NF Railway)

The Director General and Ex-Officio General manager, RDSO, Lucknow.
The General Manager,
Central Organisation for Rly. Electrification, Allahabad.

CAO, MTP/Mumbai.

CAO/DLMW, Patiala and COFMOW, New Delhi.

Sub: Delegation of Powers to General Managers – Revision of Annexure-II to Chapter V, Indian Railways Financial Code, Vol. I.

The powers of General Managers are laid down in Annexure-II to Chapter-V of the Indian Railways Financial Code, Volume-I. A revised version of these powers was last issued vide Board's letter No. F(X)II-2003/PW/10 dated 9/1/2004. These powers have been further liberalized/enhanced by Board from time to time. In supersession of all the circulars issued on the subject, a comprehensive list of powers in the form of Advance Correction Slip no 58 is enclosed.

Please acknowledge receipt.

21/9/07

(Prabhat Kumar Sinha)
Director Finance (Exp.)
Railway Board.

No. F(X)II-2006/PW/17 2007 4

New Delhi, dated 21/09/2007.

Copy for information to:

The Director General, Railway Staff College, Vadodara.
The Director, Indian Railway Institute of Civil Engineering, Pune.
The Director, Indian Railway Institute of Mechanical and Electrical Engineering, Jamalpur.
The Director, Indian Railway Institute of Signal Engineering and Telecommunications, Secunderabad.
The Director, Indian Railway Institute of Electrical Engineering, Nasik.
The Executive Director, Indian Railways Centre for Advanced Maintenance Technology, Gwalior.
The Director, Indian Railway Institute of Transport Management, Lucknow.
The Registrar, Railway Claims Tribunal, Delhi.
The General Secretary, IRCA, New Delhi.
The Chief Commissioner of Railway Safety, Lucknow.
The Secretary, Railway Rates Tribunal, Chennai.
The Chaiman, Railway Recruitment Board, Ahmedabad, Ajmer, Allahabad, Bangalore, Bhopal, Bhubaneshwar, Chandigarh, Chennai, Gorakhpur, Guwahati, Jammu & Srinagar, Kolkata, Malda, Mumbai, Muzaffarpur, Patna, Ranchi, Secunderabad and Trivandrum.

21/9/07

(Prabhat Kumar Sinha)
Director Finance (Exp.)
Railway Board.

No. F(X)II-2006/PW/17 2007 4

New Delhi, dated 21/09/2007.

Copy to: Dy. Comptroller & Auditor General of India (Railways), Room no. 224, Rail Bhawan, New Delhi with 45 spares.
FA & CAOs, All Indian Railways including Production units.
FA & CAO(C)s, All Indian Railways.

21/9/07

(Prabhat Kumar Sinha)
Director Finance (Exp.)
Railway Board.

No. F(X)II-~~2006~~2007/PW/~~17~~4 New Delhi, dated 21/09/2007.

Copy forwarded for information to:

1. **The General Secretary, NFIR (With 35 spares)**
2. **The General Secretary, AIRF (With 35 spares)**
3. **The Members of National Council, Departmental Council and Secretary Staff Side, National Council, 13-C, Feroze Shah Road, New Delhi (with 60 spares).**
4. **The Secretary General, FROA (with 5 spares).**
5. **The Secretary, RBSS Group "A" Officers Association (with 5 spares).**
6. **The Secretary, Railway Board Class II Officers' Association (with 5 spares).**
7. **The Secretary General, IRPOF, (with 5 spares).**
8. **The Secretary, Railway Board Ministerial Staff Association (with 5 spares).**
9. **The Secretary, Railway Board Class IV Staff Association (with 5 spares).**
10. **The President, Indian Railway Class II Officers' Association (with 5 spares).**
11. **The Secretary General, All India RPF Association (with 5 spares).**

For Secretary/Railway Board.

Copy to Sr. PPSs/PPSs/PSs to Board Members, Secretary, DG/RHS, DG/RPF, ADG/DS, Additional Members, OSDs, Advisors and Executive Directors, DIP, Editor/Indian Railways and Editor/Bhartiya Rail.

ADVANCE CORRECTION SLIP NO. 58
FINANCIAL CODE VOLUME I – 1982 Edition (Reprint – 1998)
ANNEXURE-II –(See Paragraph-505)

POWERS OF GENERAL MANAGERS OF INDIAN RAILWAYS

In supersession of existing orders on the subject, the President is pleased to make the following rules specifying the areas in which the General Managers may not sanction expenditure or deal with other matters without previous sanction of the higher authority. These rules will be applicable to General Managers of Zonal railways and Production Units as well as Director General, Research Design and Standards Organisation and General Managers (Construction) in so far as they relate to them.

Subject to the observance of these rules, the General Managers shall have powers to sanction expenditure and to delegate their powers to authorities subordinate to them alongwith powers to re-delegate them to lower authorities.

Any delegation or re-delegation of powers by the General Managers to authorities subordinate to them should be made only in consultation with the Financial Adviser and Chief Accounts Officers of the Railways and will be subject to the existing codal provision as well as other regulations/instructions issued by Railway Board from time to time. In the event of a difference of opinion between the General Manager and the Financial Adviser and Chief Accounts Officer, the matter should be referred to Railway Board for orders.

The exercise of the powers delegated shall be subject to existing Codal Provisions, Rules and Regulations as well as restrictions imposed from time to time by Railway Board in the context of economy in expenditure or otherwise.

RULES

The previous sanction of the higher authority is necessary.

A – Gazetted Staff

1. To the creation and the abolition of a permanent post and to the alteration of the scale of pay of a service or of a post.

2. To the keeping of a post sanctioned by the Railway Board unfilled for more than twelve months upto JA Grade provided that if the post has remained unfilled for more than six months, its justification is established afresh with the concurrence of Financial Adviser and Chief Accounts Officer before operating the post.

3. To the creation of a temporary post except that post may be created without higher sanction in Senior Scale/Class II Services for a period not exceeding six months/twelve months respectively in emergent situation with concurrence of Financial Adviser and Chief Accounts Officer and provided that the post will not be operated beyond six months/twelve months.

4. (a) To the creation of work-charged posts above JA Grade.

NOTE: Temporary post/posts in JA Grade, Senior Scale, Junior Scale, or Class II specifically provided for in a Construction/Survey Estimate or in an Urgency Certificate sanctioned by the General Manager or by the Railway Board may be created/ extended by the General Manager with prior concurrence of Financial Adviser and Chief Accounts Officer.

(b) To the grant of provisional payment beyond 3 months to incumbents of such posts which are proposed to be extended beyond available sanction.

5. (a) To grant to a Railway Officer emoluments (whether as pay, honorarium or allowances of any sort) higher than that admissible under the Railway Rules or any orders of the Government of India.

(b) To permit a Railway Officer to undertake work and/or receive fee (non-recurring or recurring) from private sources exceeding Rs 5000/- in each individual case.

(c) To permit Medical Officers including Chief Medical Officer to receive fees for professional attendance if they hold posts in which private practice is debarred under orders of a higher authority.

(d) To grant to an officer above JA Grade a reward in excess of Rs 3000/- in each individual case for Zonal Railways and Production Units and Rs 5000/- in each individual case, for RDSO.

(Authority Board's letter no.F(X)II-97/PW/4, dt. 5/5/98. (Corrigendum).)

(e) To the acceptance of honorarium by a Gazetted Railway servant in excess of Rs 2000/- in a year for undertaking work as arbitrator in a dispute in which the Railway Administration is a party and in excess of Rs 1000/- in a year in all other types of cases, except cases of acceptance of honorarium for conducting Disciplinary Enquiries against Railway Officers arising out of Vigilance/CBI cases where the limit shall be Rs 6750/-(Rs Six thousand seven hundred and fifty only) in a year.
(Authority Board's letter no.F(X)II-94/PW/3, dt. 28/11/96.)

NOTE:

(i) General Manager may grant to an Officer upto and including SA Grade in addition to this pay, special pay limited to 10% of the presumptive pay of the additional post when he holds charge of another post in addition to his own, provided the additional charge is held for a period exceeding 45 days but not exceeding six months in the case of officers upto and including JA Grade and 3 months in case of officers working in SA Grade.
(ii) The aggregate of pay and additional pay shall not exceed Rs. 26,000/- per month.
(iii) The dual charge arrangement shall not be carried beyond six months in the case of JA Grade and three months in the case of SA Grade officers under any circumstances.
(Authority: Board's letters no. F(X)II-94/PW/9 dt. 29/12/94 and F(E) Spl.98/FR/1/1 dt. 28/1/2000.)

6. To the write-off of –

(a) Advances.

(b) Amounts overdrawn by Officers, or otherwise due from them, which were discovered in audit within a year.

7. To the construction or purchase of a building for use as residence by an Officer or to hire a building for use as residence by an Officer under conditions which fall outside the framework of the extant instructions in regard to the ceiling of rental, minimum period for the lease and other conditions.

8. To the acceptance of resignation of an Administrative Grade Officer.

NOTE: The General Manager, while accepting resignations of the Officers upto Senior Scale level, will have the power to waive the prescribed notice period in respect of Probationary Officers selected for IAS/IFS/IPS.

B – Non-Gazetted Staff

9. To the grant of special pay or other additions to pay or to the grant of personal pay otherwise than in accordance with Rule 2003(23)(a)-RII and allowances other than those admissible under Railway Fundamental or Supplementary Rules or any other orders of the Government of India.

10. (a) To the grant of honorarium in excess of Rs 10,000/- in each individual case.

NOTE: Where the honorarium is recurring, the limit of Rs 10,000/- applies to the total amount paid in a financial year.
(Authority: Board's letter no.F(X)II/94/PW/3, dt.26/3/96.)

(b) To the grant of reward in excess of Rs 5000/- in each individual case.

C – General : Gazetted and Non-Gazetted Staff

11. To the grant of advances otherwise than as authorised under general rules and orders

12. To the grant of leave otherwise than as admissible under the rules.

13. To the deputation of a Railway servant out of India.

NOTE: DG/RDSO, however, will be guided by Board's extant orders on the subject.

14. To the ex-gratia payment of bonuses or rewards for inventions for which the inventor is not allowed to take a patent or is instructed to assign his patent rights to the Government.

NOTE: DG/RDSO may however grant ex-gratia payment of bonuses or Rewards upto Rs 5,000/- each for such inventions.
(Authority: Board's letter No.F(X)II/93/PW/2, dt.8/7/93.)

15. To the grant of rewards for detection and/or apprehension of offenders in a criminal case in excess of Rs 5000/- in each case.

16. To the reimbursement of legal expenses of a Railway servant –

(a) who institutes a suit in a Court of Law without the prior approval of the Railway Administration; or

(b) who incurs such expenses in defending legal proceedings instituted against him in respect of acts done or purported to have been done in execution of his duty either by an outsider or at the instance of the Railway Administration or with the specific sanction or under the specific Order of the State Government or the Central Government.

17. To the purchase of a motor-car, motor cycle, motor boat or any other vehicle.

NOTE: (1) The General Manager may hire vehicles subject to existing instructions of Board, as modified from time to time.
(Authority: Board's letter No. F(X)II-2006/PW/11 dated 15/05/2007.)

(2) Before hiring of a vehicle is sanctioned, it should be certified that the demand cannot be met by transfer from one of the works on hand or completed.

18. To the payment of compensation in case of Railway accidents other than those awarded by Railway Claims Tribunal to the dependants of Railway employee killed or to Railway employees injured in accidents caused by the working of trains or Railway engines provided that the death or injury was met with in the discharge of their duties otherwise than due to their own negligence or willful action, in excess of a maximum of 24 months' emoluments of the Railway employee.

NOTE:

(1) In the case of persons to whom the Workmen's Compensation Act applies, compensation shall be paid under this rule only if the authority competent to sanction compensation considers that more liberal treatment than that given by the Act is necessary. The compensation so paid shall not, inclusive of the compensation payable under the Act, exceed the amount admissible under this rule.
(2) The term 'emoluments' means monthly average of emoluments as defined in paragraph 2544-R/II (CSR 486) and in the case of running staff the emoluments will include the pay element in running allowance viz. 30% of the average basic pay drawn during the last twelve months or during the entire service if it is less than twelve months.
(3) The above ceiling of 24 months' emoluments would not be applicable wherever the compensation is paid strictly as per the statutory provisions of the Workmen's Compensation Act.
(authority: Board's letter no. F(X)II-2003/PW/10 Pt. II dated 18/11/2004.

19. To the grant of compensation to a Railway employee for loss of private property except compensation in excess of Rs 5000/- in any individual case for loss suffered by an employee in the course of a strike or Railway accident in the execution of Railway duty and from circumstances arising directly out of that duty.

20. To the sanction of ex-gratia payment in excess of Rs 3,000/- to the dependant of a Railway employee in the event of his/her death arising out of injuries sustained in the execution of his/her duty.

21. To the payment of medical charges otherwise than as authorised under general rules or orders.

22. To permit a railway servant below the rank of Junior Administrative Grade to travel by Air on duty.

NOTE: Grant of permission by the General Manager to Junior Administrative Grade Officers to travel by Air on duty would be subject to the following conditions:

1. These powers may be exercised only by General Managers and not by CAOs, and, are not to be re-delegated further. However, the Chief Administrative Officer, COFMOW/New Delhi, DCW/Patiala and MTP/Chennai may also exercise these powers with the personal concurrence of FA&CAO. (Authority: Board's letter no. F(X)II-2003/PW/6 dated 4/4/2003.)

2. These powers are to be exercised personally by the General Manager with the personal concurrence of FA&CAO.
3. Air travel will be permitted only in cases where the duration of the journey one-way is more than 12 hours by rail.
4. Each proposal regarding Air Travel would require to be justified on merits.

23. To the remission of recovery of rent from the incumbent of a post for which a quarter has been allotted.

NOTE: The General Manager may exempt the incumbent of a post from occupying the quarter allotted to the post and/or from paying rent thereof upto a maximum period of four months in the following circumstances:

(i) when an employee is temporarily transferred to a post in another station;
(ii) when the quarter is subjected to extensive repairs, such as renewals of roofing, replacement of flooring, or such other special works necessitating the vacation of the whole quarter;
(iii) when an employee is required to vacate the quarter under medical advice on account of an infectious disease or an epidemic.

24. To the waiver of the cost of training of a Railway employee who has received training at Railway's cost and who is required to serve the Railway for a minimum prescribed period, in excess of the cost proportionate to the service rendered.

25. To the sanction of expenditure on deputation of Railway employees for training courses, seminars, symposia in non-Railway Institutions in excess of Rs 10 lakh in a year on Zonal Railways including RDSO and Rs 4 lakh in a year for Production Units.

NOTE:
(i) The overall registrtion fee, however, should be subject to a maximum of Rs 15,000/- and pro-rata registration fee of Rs 2,500/- per day. For arriving at this monetary limit the cost of TA & DA should not be taken into account.
(ii) The ceiling limits of above powers will be exclusive of service tax or any other taxes/charges.

(Authority: Board's letter No. F(X)II-2006/PW/10 dt. 22/06/2006)

D – Payments to persons other than Railway employees

26. To the refund of fare and freight, otherwise than in accordance with relevant Tariff Rules, in excess of Rs 20,000/- in each case.

27. To the write-off of amounts due to the Railways, otherwise than when they are irrecoverable, in excess of Rs 10,000/- in each case.

NOTE: Items(26) and (27) do not apply to wharfage, demurrage, storage and lost property charges which may be written off or refunded by Railway Administration without the sanction of higher authority.

28. To the grant of rewards in excess of Rs 5000/- in each case.

29. (a) To the incurrence of expenditure on each ceremonial occasion in excess of Rs 25,000/-.
(b) To the incurrence of expenditure on important functions which are attended by President/Prime Minister/Minister of Railways in excess of Rs 5 lakh in each case.

NOTE:
(i) The powers under item 29 will be exercised by the General Managers subject to an annual ceiling of Rs 10 lakh for Production Units and Rs 20 lakh for Zonal Railways.
(ii) The power under item 29(a) will cover the expenditure on Railway week celebration also, the limit for which will be Rs. 25,000/- for a Zonal Railway/Production Unit as a whole.
(Authority: Board's letter No.F(X)II-2004/Exp/6 dt. 9/5/2005)

30 (a) To the incurrence of expenditure in engaging/obtaining consultancy services from outside bodies in excess of Rs. 25 lakhs in each case or in excess of Rs. 1.5 crore in a year.
(b) To the incurrence of expenditure in engaging/obtaining consultancy services connected with property development schemes, i.e. for commercial exploitation only, from outside bodies in excess of Rs. 50 lakhs in each case or in excess of Rs. 2.5 cr. in a year for Zonal Railways, Production Units and RDSO.

NOTE:-

i) These powers will be personally exercised by the General Manager and will not be re-delegated further. It may be ensured that no contracts are awarded by the Railways for activities which can be carried out in-house.

ii) Details of consultancy contracts awarded by each Zonal Railways for commercial exploitation should be endorsed to all other General Managers for information to avoid duplication.

iii) The General Managers will evolve, in consultation with FA&CAO, a suitable mechanism to ensure that the limits laid down herein are not exceeded under any circumstances.

iv) For consultancy contracts, the minimum level of Tender Committee shall be SAG.

v) All cases decided by the Zonal Railways should be reported to Board through the PCDOs to CRB and FC, to enable assessment of the exercise of these powers.

vi) The agency/consultant is renowned/Government approved and has sufficient experience in the relevant field.

vii) Notwithstanding the provisions of Note i) above, PCE/CE(Coord) of the Zonal Railways can award consultancy contracts upto a limit of Rs. 5 lakh per case with the annual ceiling of Rs. 10 lakh. These powers will be exercised by PCE/CE(Coord) with the personal concurrence of FA&CAO/FA&CAO(C).

(Authority: Board's letter no. F(X)II-2006/PW/3 dt. 27/02/06)

viii) These powers can be delegated to DRMs also upto Rs. 50,000/- per case subject to annual ceiling of Rs. 1 lakh. These powers will be exercised by DRMs in consultation with associate finance. In the tender committee, JAG/SG level officers may be nominated. In cases where JAG/SG level officers are not available from Finance side in the Division, DFM may be nominated as Finance member of the tender committee.
(Authority: Board's letter no. F(X)II-2006/PW/3 dt. 16/05/2006 and F(X)II-2006/PW/13 dt. 9/8/2006.)

ix) **Powers of CAO/C to award consultancy contracts:**

CAO/Cs can award consultancy contracts upto a limit of Rs. 25 lakh per case with the annual ceiling limit of Rs. 1.5 crore with the personal concurrence of FA&CAO/FA&CAO(C). **These powers of CAOs will be in addition to and separate from the powers delegated to General Managers.** Also, the level of Tender Committee shall be SAG.

However, if the consultancy contract is to be fixed only on a single tender basis due to special circumstances, GM's personal approval would be required irrespective of the value of the contract.
(Authority: Board's letter No. F(X)II-2006/PW/3 dt. 27/02/2006 read with letter No. F(X)II-2006/PW/17 dt. 18/10/2006)

31. (a) To the filing or defending of an appeal in the Supreme Court.
(b) To the engagement of a Railway Counsel on scale of fees higher than that prescribed by Ministry of Law and Justice;
(c) To the engagement of counsel at more than Rs 1,050/- per day in Supreme Court or in any of the High Courts or at more than Rs 750/- per day elsewhere;
(d) To payment of fees in excess of scales of fees fixed by the High Courts concerned.

32. To the grant of allowances or fees to private persons or donations to private bodies including Railway Institutes, Hospitals and Schools, an excess of the scales or maximum limits laid down by the Railway Board.

33. (a) To the payment of arbitration fees to private persons in excess of Rs 25,000/- in each case.

NOTE: (i) The circumstances under which such appointment of private persons has been made, should, however, be brought to the notice of the Board.
(ii) This will not apply to payment of fees to arbitrators appointed by Court, for which full powers will be exercised by General Managers.

(Authority: Board's letter no.F(X)II/2000/PW/2, dt.29/5/2000)

(b) To the payment of contribution/subscription to a medical institution , if medical aid is rendered by such institution to Railway employees, in excess of Rs 1,000/- per annum.

(c) To the payment of contribution or subscription to a professional institution in excess of Rs 10,000/- per annum in each case.

(Authority: Board's letter No. F(X)II-2007/PW/5 dt. 23/05/2007)

NOTE: (1) The General Manager will have full powers for payment of fees to surveyors engaged for the assessment of the values of damaged consignments.
(2) In respect of any item for which no scale has been laid down in any of the extant orders, the Railway Administration shall have no powers.

to the payment of compensation in cases of Railway accidents, otherwise than as specified below:

(A)	Ordinary Passengers (including Government servants, other than those specified in Category B below and their dependents).	Upto Rs 4 lakh in any single case.
	(Authority: Board's letter no. F(X)II-2000/PW/2 dt. 23/01/2001)	
(B)	Military men, being or travelling on military duty.	No powers. All cases to be submitted to the higher authority.
(C)	Compensation to public (other than Railway passengers) for injury to person or damage to property caused by accidents as a result of negligence or carelessness on the part of Railway.	Upto Rs 10,000/-.
(D)	Claims decreed by a Court of Law.	Full powers to pay any sum so decreed.
(E)	Claims settled out of Court with advice of Law Officer of Government.	Upto Rs 25,000/- in any single case.

35. To the payment of claims, otherwise than as specified below or claims for compensation other than those relating to goods lost or damaged and those arising out of Railway accidents –

(i)	Claims settled out of court.	Upto Rs 10,000/- in each case.
(ii)	Claims decreed by a court of Law.	Full powers subject to the condition that particulars of cases involving expenditure of more than Rs 25,000/- in each case should be reported to Railway Board for information.

NOTE: The powers under item 35(i) above should not be re-delegated to subordinate authorities.

36.	Claims settled by arbitration award against any dispute arising out of a contract.	Full powers, subject to the conditions that the Railway Board should be informed of the details- (i) Where payment to a contractor as a result of the arbitrator's award

exceeded by more than Rs 50,000/- of the amount considered due by the Railway Administration before the arbitration proceedings began;

(ii) Where deficiencies in the General conditions of contract or of procedure laid down by the Railway Board came to light.

NOTE: The powers under item 36 above should not be re-delegated to authorities below the level of HODs.

E – Expenditure on works not wholly chargeable to Ordinary Working Expenses

37. To the inclusion in the Preliminary Works Programme of :-

(a) New Works under the Plan Heads New Lines, Gauge conversion, Railway Electrification, Metropolitan Transport Projects, Computerisation and setting up of New Production Units; and

(b) Other New Works in excess of Rs 5 crore each.

Sanction of Works

38. To the incurrence of expenditure on New Lines, Gauge Conversion, Railway Electrification works, Metropolitan Railway Projects, Computerisation, setting up of new Production Units, or Rolling Stock or Surveys not provided in the sanctioned budget for the year or carried forward from the sanctioned budget of the previous year.

39. To the incurrence of expenditure of other works not provided in the sanctioned budget or carried forward from the sanctioned budget of any previous year, except –

(a) (i) 'Works under Planheads 'Traffic Facilities' and 'Passengers and other Users' Amenities' and Safety related works under Bridge Works, S&T, Track Renewals and 'Road Safety Works-Level Crossings' planheads – costing less than Rs. 50 lakh each,

(ii) Other works – not more than Rs. 30 lakh each.

(iii) Machinery and Plant – costing not more than Rs. 10 lakhs each for Zonal Railways and not more than Rs. 30 lakh each for Production Units. However, in respect of electronic in-motion weigh bridges, General Managers of Zonal Railways are empowered to sanction upto Rs. 15 lakh in each cse. The powers to sanction electronic in-motion weigh bridge

cannot be re-delegated and shall be exercised personally by General Managers with the concurrence of FA&CAOs.

Provided that the total lumpsum provision made in the budget for such works is not exceeded.

(b) (i) Works under Planheads 'Traffic Facilities' and 'Passengers and Other Users' Amenities' and Safety related works under Bridge Works, S&T, Track Renewals and 'Road Safety Works-Level Crossings' planheads – costing less than Rs. 50 lakh each,

(ii) In respect of existing Railways' Schools, hospitals, Dispensaries, Institutes, Officers Club, Rest Houses and Holiday Homes – not more than Rs. 10 lakh in each case subject to the provision that the funds required for such works as provided in the sanctioned budget for works in these categories are not exceeded.

(iii) Other works – not more than Rs. 30 lakh each.

Subject to the budgetary ceiling of Rs. 10 crore (other than lumpsum) in a financial year, of which not more than Rs. 3 crore could be on other than safety related items with the proviso that all safety works should be completed within a maximum period of 8 months from the date of sanction.

Note: For passenger Amenities Works, Emphasis should be on creation of amenities of durable and lasting nature and funds should not be frittered away on provision of superficial items like furnishings and furniture, etc.

40. (1) **Sanction of Detailed Estimate/Revised Estimate** -

(a) To the sanction of detailed estimates/Revised Estimates for works originally sanctioned at the time of inclusion in the Budget at a cost more than Rs. 100 crore and also where the excess over the abstract cost is not within the General manager's competence as indicated vide item no. 40(1)(b) below.

(b) To an excess over the estimated cost as entered in the Sanctioned Budget:

(i) Increase in cost due to escalation – More than 100% of the original estimate (abstract cost).

(ii) Increase in cost due to reasons other than escalation – More than 20% of original cost or Rs. 20 crore, whichever is less.

NOTE:

(i) The change in scope of work shall be governed by powers for material modification given in item no. 49.

(ii) Personal approval may be obtained at the level of General Manager with the personal concurrence of FA&CAO/FA&CAO(C) in cases of estimates costing above Rs. 50 crores but below Rs. 100 crores.

(iii) These are the overall variations on the original sanctioned cost as included in the Budget and cannot be exceeded even if more than one revised estimate is sanctioned.
(iv)This delegation will not affect rules in force regarding material modification.
(v) For variation exceeding the above limits, approval of Board will be required. In such cases, proposals may be sent to board with personal concurrence of FA&CAO/FA&CAO(C) and personal approval of General Manager along with a detailed variation statement and a suitable explanatory note.
(Authority: Board's letter No. F(X)II-2006/PW/17 dt. 4/12/2006)

(c) To the sanction of track renewal estimates where the excess is not within the General Manager's competence as prescribed in sub-item 40(1)(b).

40(2) To an excess over the estimated cost of Machinery & Plant included in M&P Programme as follows:

a) Increase in cost due to price escalation - More than 50% of original estimate or Rs. 50 lakh, whichever is less.
b) Increase in cost due to reasons other than price escalation – More than 10% of original estimate or Rs. 25 lakh, whichever is less.

NOTE:

i) Powers indicated in item No. 40(2)(b) above covers material modification also.
ii) Personal approval may be obtained at the level of General Manager with the personal concurrence of FA&CAO in cases of material modifications costing above Rs. 10 lakh each.
iii) These are the overall variations with respect to original sanctioned cost as included in the Budget at the time of sanction and cannot be exceeded even if more than one revised estimate is sanctioned.

(Authority: Board's letter no. F(X)II-2006/PW/17 dt. 24/05/2007)

40(3). Surveys

To an excess over 20% on an original estimate sanctioned by higher authorities.

NOTE: (i) General Manager can sanction survey estimates provided the surveys are included in the sanctioned budget and approved yardsticks are followed while remaining within the amount indicated in the Budget.

(ii)This delegation does not apply to works which do not have necessary procedural approval.
(Authority: Board's letter no. F(X)II/2000/PW/2, dt.27/6/2000)

40(4) Lumpsum Works

(i) To incur expenditure on lumpsum works provided in the sanctioned budget for the year or carried forward from the sanctioned budget of any previous year in excess of the total lumpsum provision for such works in the sanctioned budget.

(ii) To sanction excess over estimates of works sanctioned under item no. 39 in cases where percentage variation is beyond the competence of the General Manager in terms of Rule 40(1)(b).

NOTE: (i) The General Manager can sanction excess over estimates even when the variation is beyond the percentage variation prescribed in item no. 40(1)(b) so long as the revised cost is within the limit of powers of General Managers to sanction new works under item No. 39.

(iii) The works thrownforward from previous years may be taken up only if the funds required for them can be found by re-appropriation within the sanctioned allotment.
(Authority: Board's letter No. F(X)II-2006/PW/12 dt. 10/8/2006)

40(5) Part Estimates: To sanction part estimates costing above 1 % of the total value of the work, as originally sanctioned in the Budget.

NOTE: i) Part estimates may be sanctioned towards incurring expenses for preliminary activities like FLS, Geo-technical studies, Design, Preparation of plans and drawings etc. which will help in preparation of detailed estimate.

ii) The detailed estimate should be allowed to be prepared and got sanctioned only after these preliminary activities are completed.

iii) These preliminary activities may be executed on Works Contract basis.
(Authority: Board's letter no. F(X)II-2006/PW/17 dt. 18/10/2006 and F(X)II-2006/PW/17 dt. 4/12/2006)

F. Miscellaneous

41. To the sale of -

(a) any portion of a Railway line,

(b) any item of authorised rolling stock or

(c) any other Railway asset costing over Rs 3 lakh.

42. To the dismantling or otherwise permanently closing to public traffic of any existing open line section.

43. To the alteration of or departure from the terms of contracts with Branch or Worked Lines.

44. To the write off of irrecoverable losses of cash, stores, tools and plant –

(i) exceeding Rs 1 lakh in value when a Railway employee is in any way responsible for the loss.
(ii) exceeding Rs 2 lakh in value when a Railway employee is not in any way responsible for the loss.

NOTE: (1)Every important case of loss should be brought to the notice of the Railway Board, as soon as possible, after its discovery. When the loss involved does not exceed Rs 50,000/- the case need not be reported unless it represents unusual features or reveals serious defects in procedure.

(2)Insufficient balances under Suspense Heads not exceeding Rs 1 lakh can also be written off by the General Manager.

45. To the incurrence of expenditure in excess of Rs 40,000/- per year in connection with the entertainment of distinguished visitors, i.e. distinguished official or non-official personages, representatives of foreign technical associates, foreign technical experts, representatives of Trade and Industry including overseas companies.
(Authority: Board's letter no.F(X)II/2000/PW/2, dt. 27/6/2000.)

46. Except in accordance with the rules contained in the Indian Railway Codes or any general or special orders issued by the Railway Board –

(i) to the construction of an assisted siding.
(ii) to the acquisition, lease or disposal of land.

47. i) To enter into contracts in respect of sanctioned works in excess of Rs. 100 crores for each contract (Works Contracts) and
ii) To enter into contracts in respect of purchase of stores in excess of Rs 15 crores for each contract (Stores Contract)

(Authority: Board's letter No. F(X)II-2006/PW/14 dt.26/9/06)

48. To the grant of advances to contractors –

(i) Mobilisation advance in excess of 10% of the contract value.
(ii) Advances against new machinery and plant – in excess of 10% of contract value or 75% of the value of the new machinery and plant brought to the site of work (whichever is less).

(iii) Advances for accelerating the progress of work in special circumstances in excess of 5% of contract value or Rs 5 lakh (whichever is less).

NOTE: All advances mentioned above shall be subject to levy of interest charges at the rate of 18% or as prescribed by the Railway Board.

(Authority: Board's letter no. F(X)II-97/PW/4 dt. 5/5/98)

49. To any material modification estimated to cost over Rs. 1.5 crore each.

NOTE:

i) Total value of Material Modifications in a Work should not exceed Rs. 5 crore or 5% of the value of the work, whichever is less.
ii) The excess or the revised cost of the estimate does not go beyond the General Manager's power of sanction.
iii) A Material Modification estimated to cost more than Rs. 50 lakh but below Rs. 1.5 crore should be certified and sanctioned personally by FA&CAO and General Manager.
iv)Material modifications which are beyond the competence of General Manager should be sent to Board with the personal approval of FA&CAO and General Manager.

(Authority: Board's letter no. F(X)II-2006/PW/17 dt. 18/10/2006)

50. To the grant of diet charges in any other case except –

(a) To a Railway employee undergoing treatment as indoor patient in Railway or non-Railway Government hospital for any diseases other than tuberculosis or leprosy or mental disease when the employee's basic pay is not more than Rs. 4,200/- per month.

(b) (i) To a Railway employee or members of his family when receiving treatment for tuberculosis or leprosy or mental disease in a Railway hospital or an approved Institution, when the employee's basic pay is not more than Rs. 6,200/- per month.

(ii) To the dependent relatives of a railway employee receiving treatment for tuberculosis or leprosy in a Railway hospital or an approved Institution, when the employee's basic pay is not more than Rs 6,200/- per month.

NOTE: In the case of temporary staff the pay last drawn while on active duty may be treated as substantive pay for the purpose of this sub-rule.

(c) To persons, whether Railway employees or not, requiring such assistance from the Railway in emergent cases which involve living under difficulties as regards necessaries of life.

NOTE: (i) Indigent passengers injured or taken ill and removed to Railway hospitals and trespassers, who require immediate medical assistance may be given diet at the expense of the Railway Administrations, the expenditure being treated as part of ordinary working expenses of the Railway hospital.

(ii) The General Managers have powers to sanction free diet or reimbursement of the cost of such diet, according as the indoor treatment is given in a Railway hospital or in a non-Railway hospital, to Railway servants injured in the course of duty for such period as they remain indoor patients, not extending beyond one year after they are declared permanently unfit and discharged from service.

51. To the institution of legal proceedings against a newspaper for publishing false and damaging articles against the Railway Administration.

52. To the supply of electricity to outsiders except under the following conditions -

(i) the provisions of the Electricity Act are not infringed;

(ii) such supply does not cause any extra outlay either immediate or contingent;

(iii) the supply can be made without any inconvenience to the Railway and after its full needs have been met;

(iv) the rates charged allow for profit after taking into account all costs of production, direct and indirect and are above the rates supplied to Railway employees; and

(v) the Railway should have power to discontinue the supply without notice and without compensation.

53. To any alteration in the existing cash and pay arrangements.

54. To the introduction of new designs for goods and coaching stock sanctioned for construction during each financial year irrespective of whether the stock is to be built to existing, sanctioned or new designs.

55. To changes, alterations or modifications in the design, layout or equipment of the existing rolling stock and marine vessels involving :-

(a) infringements of the schedule of maximum and minimum running dimensions unless previously sanctioned;

(b) decrease in the revenue earning capacities of coaching and goods vehicles and marine vessels, such as alterations in the class or seating capacity of coaching vehicles and marine vessels and a permanent decrease in the relationship between gross load and tare in the case of goods vehicles;

(c) conversion of public service vehicles into Railway service vehicles and vice versa and material modifications (such as alterations in the wheel arrangements etc. in existing Railway service vehicles.);

(d) the introduction of new facilities, fittings and equipments for the traveling public where such have not previously had the approval of the Board, e.g. cooling arrangements in carriages, electric fans in second class compartments, variations in types of lavatory and other equipments which involve matter of policy.

56. To alteration in the authorised stock of all descriptions.

57. To any expenditure on an object which has not previously been recognized as a fit object for Railway expenditure.

-x-x-x-x-

Godhan committee

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

RB/CE-I/2/2006

(35)

NO. 2003/CE-I/CT/4/PT.I

New Delhi, dated 12/5/2006.

To,

As per list attached.

Subject:-Amendment to General Conditions of Contract(works contracts)

The Ministry of Railways has decided to amend/add certain clauses in the existing General Conditions of Contract (works contracts) to enable more effective and efficient contract management. The modifications to the existing GCC is enclosed (page1-12). The existing provision and the revised/modified provision in the GCC is shown in juxtaposition.

2 The existing clauses of the GCC may be modified accordingly and shall be applicable to all prospective works contract tenders.

3. The modification has the approval of Finance Directorate.

4. The modifications is also available on Indian Railways website (www.indianrailways.gov.in)

(N.K.SINHA)
EDCE (G)

Copy to:-
Sr. PPS/CRB,ME,FC,MT,MM,ML,MS for their kind information.
PPS/PS to All AMs for their kind information
PSs/PAs to All Advisers. for their kind information

S.N.	GCC Item No.	Existing	Revised
1.	Earnest Money (REGULATION FOR TENDERS AND CONTRA-CTORS (CLAUSE 5)	The tenderer shall be required to deposit earnest money with the Tender for the due performance of the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender, Annexure-1. The earnest money will be as under: Contract Value — Earnest money for due performance of stipulation to keep the offer open till the date specified (i) for works up to Rs. 5 lakhs — 2-1/2% ad valorem subject to a maximum of Rs. 10,000/- (ii) for works more than Rs. 5 lakhs but up to Rs. 20 lakhs — 2% ad valorem subject to a maximum of Rs. 20,000/- (iii)for works above Rs. 20 lakhs but up to Rs. 50 lakhs — 1% ad valorem subject to a maximum of Rs. 35,000/- (iv) for works above Rs. 50 lakhs — ¾% ad valorem subject to maximum of Rs. 50,000/-	The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs. 10. This earnest money shall be applicable for all modes of tendering.
		(b)It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.	No Change
		(c)If his tender is accepted this earnest money mentioned in sub clause (a)	

S.N.	GCC Item No.	Existing	Revised
		above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers, shall save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon	No Change
		(d) The Contractors approved for the works in various categories will have the option to deposit the Earnest Money for each individual works or furnish standing Earnest Money at the rates indicated below: Contract Value — Amount of lump sum Earnest Money Upto Rs. 5 lakhs — Rs. 10,000/- Above Rs. 5 lakhs but up to Rs. 20 lakhs — Rs. 20,000/- Above Rs. 20 lakhs but up to Rs. 50 lakhs — Rs. 50,000/- Above Rs. 50 lakhs — Rs. 1,00,000/-	The practice of allowing Standing EMD is dispensed forthwith for all tenders. Therefore, Sub clause (d) stands deleted.
		(2) No part of this fixed lump sum deposit as Earnest Money can be accounted against the Security Deposit a contractor has to make on the acceptance of his tender and on execution of an agreement. It may, however, be noted by the Contractors that this Earnest Money deposited by them is available for forfeiture to the extent specified, in cases where they tender but due to any circumstances fail to keep the offer open for the period specified in the tender documents. The earnest money should be in cash or in any of the following forms:-	The Earnest Money should be in cash or in any of the following forms:- (i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from

S.N.	GCC Item No.	Existing	Revised
		(i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary. (ii)Deposit receipts executed by the Scheduled Banks (other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India (b) Standing or permanent earnest money may be accepted in the following forms:- (i) A deposit in cash, (ii) Government securities at 5% below the market value, (iii) Deposit receipts or demand drafts of the Nationalised Banks, (iv) A deposit in the Post Office Saving Bank, (v) National Savings Certificates, (vi) Twelve Year National Defence Certificates, (vii) Ten Year Defence Deposits, (viii) National Defence Bonds, (ix) National Savings Certificates, (x) Time Deposit Account which came into force on 16.3.1970 and notified under Ministry of Finance, Notification No. F3(7)NS/70 dated 28.2.1970, (xi) IRFC Bonds. Note:- (vi) to (viii) These certificates/bonds may be accepted at their surrender value.	the Reserve Bank of India will be necessary, (ii) Deposit receipts executed by the Scheduled Banks(other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India. The phrase " Standing or Permanent" stands deleted

S.N.	GCC Item No.	Existing	Revised
2.	16(1) Security Deposit	(1) The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or in the form of Government Securities or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract. (2) Unless otherwise specified in the special conditions, if any, the rates for deposit of security amount by contractors will be as under:- (i) for contracts up to Rs. 1 Lakh – 10% of the value of the contract (ii) for contracts more than Rs. 1 lakh and up to Rs. 2 lakhs- 10% of the first Rs.1 lakh and 7-1/2% of the balance. (iii)for contracts more than Rs. 2 lakhs and up to Rs. 2 crore – 10% of the first 1 lakh, 7-1/2% of the next Rs. 1 lakh and 5% of the balance subject to the maximum of Rs. 10 lakhs. The amount over and above Rs. 3 lakhs to be recovered from the progressive bills of the contactors at the rate of 10% till it reaches the required value. (iv) for contracts above Rs. 2 crore- 5% of the contract value. The amount over and above Rs. 3 lakhs to be recovered from the progressive bills of the contractors @ 10% till it reaches 5% of the contract value.	The sentence " in the form of Government Securities" stands deleted. Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:- (a) Security Deposit for each work should be 5% of the contract value, (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered, (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG,FD etc. shall be accepted towards Security Deposit. Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If

S.N.	GCC Item No.	Existing	Revised
			this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained
		(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub Clause (1) of this clause will be payable with interest accrued thereon.	No Change
3.	Introduction of Performance Guarantee (P.G)	Nil	The procedure for obtaining Performance Guarantee is outlined below:- (a) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, (b) The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The

S.N.	GCC Item No.	Existing	Revised
			agreement should normally be signed within 15(fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit. (c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit, (d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately, (e) The balance work shall be got done independently without risk and cost of the original contractor, (f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/ partnership firm.
4.	Mobilization Advance	Nil	No Change
5.	Equipment/ Machinery Advance	Nil	No Change

S.N.	GCC Item No.	Existing	Revised
6.	Price Adjustment	Nil	The Price Variation Clause is under examination and necessary instructions shall be issued later.
7.	Fixing Milestones	Nil	The concerned executive in-charge of the work may fix appropriate milestones and monitor.
8.	Incentive for early completion and compensation due to delay	Nil	Not accepted
9.	(a) Rescinding of contract- Risk & Cost Clause	Determination of contract owing to default of contractor – (1) if the Contractor should ..... (i) Becomes bankrupt or insolvent, or (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or (iv) Have an execution levied on his goods or property on the works, or (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions or (vi) Abandon the contract, or (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or	No Change in sub-clauses (i) to (xiii)

S.N.	GCC Item No.	Existing	Revised
9. cont		rejected under Clause 25 and 27 of these conditions, or (x) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the conditions, or (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause (28) of the conditions, or (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway,	
		(xiii) (A) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazatted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contractor, as the case may be, or	No Change
		(B) Fail to give at the time of submitting the said tender:-	
		(a) The correct information as to the date of retirement of such	No change in sub-clauses (B) (a) to (e)

S.N.	GCC Item No.	Existing	Revised
9. cont		retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or (d) Being an incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice, a final termination notice (Proforma as Annexure v) should be issued.	No change
		Then and in any of the said clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure III) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the	The sentence "and adopt either or both of the following courses read with proviso (x) & (y) stands deleted.

S.N.	GCC Item No.	Existing	Revised
9. cont		Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure IV) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses:- (x) to carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all incidental charges, (y) to measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final: and in both the cases (x) and (y) mentioned above, the Railway shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit and (ii) to recover from the Contracto5r the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if the works had been carried out by the Contractor. Provided, however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the Contractor by the Railway under this or nay other Contract or otherwise. Provided always that in any case in which any of powers conferred upon the Railway by sub clause (1) of Clause 62 hereof shall have	Deleted

S.N.	GCC Item No.	Existing	Revised
9. cont		become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remain unaffected. (2) Right of Railway after rescission of contract owing to default of Contractor – In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted:- (a)The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified, (b) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or out to have been executed, and to retain and employ the same in the further execution of the works of any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear pr destruction thereof, (c) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determined ex-parte or by or after reference to the	))) No change No change

S.N.	GCC Item No.	Existing	Revised
9. cont		parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.	The fcllowing line is added at the end of sub clause (2) (c):- The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.
		(d) The Railway shall not be liable to the Contractor any moneys on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance, damages for delay in completion (if any) and all other expenses incurred by the Railway have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the Contractor, then the Contractor shall upon demand pay to the Railway the amount of such excess and it shall be deemed a debt due by the Contractor to the Railway and shall be recoverable accordingly.	Sub-clause 2(d) is deleted.
10	Clause 51(3)	The payment of Security Deposit	Deleted. Deleted since it is already covered under the revised Security Deposit clause 16(1)

SN 1

(36)

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD.

No. 2004/CE-II/CS/1

New Delhi,
05.02.2004.

The Director,
IRICEN,
Pune.

Sub: Issue of Correction Slip to Codes/Manual in a booklet format.

1.0 The Correction Slips (CSs) to various codes and manuals, pertaining to Engineering Department, are presently being issued by various nodal authorities as and when the necessity is felt for the same. There have, however, been reports that the same are not reaching the staff concerned down the line.

2.0 It has, therefore, been decided by Board (M.E.) that in addition to the issue of CSs by Nodal Authorities as per extant practice, the same shall also be compiled and published in the form of a booklet twice every year i.e. on 30th of June and 31st of December, by IRICEN and re-circulated to the Railways. Each such booklet shall contain the CSs issued during the preceding six month period. The pages in the booklet shall be printed on one side only to facilitate updation.

3.0 Nodal authorities for the codes and manuals pertaining to Engineering Department, who are issuing these Correction Slips are indicated below:

SN	Item	Nodal authority to issue CS
1	Indian Railways Permanent Way Manual - 1986.	EDCE(P)/Rly. Bd.
2	Indian Railways Bridge Manual - 1998.	EDCE (B&S)/Rly. Bd.
3	Indian Railways Works Manual - 2000.	ED/L&A /Rly. Bd.
4	Manual Of Instructions On Long Welded Rails - 1996.	ED/Std./Track/RDSO
5	Manual For Flash Butt Welding Of Rails - 1996.	ED/Std./Track/RDSO
6	Manual For Fusion Welding Of Rails By The Alumino Thermic Process - 1998.	ED/Std./Track/RDSO
7	Manual For Ultrasonic Testing Of Rails And Welds - 1998.	ED/Std./Track/RDSO
8	Manual For Glued Insulated Rail Joints - 1998.	ED/Std./Track/RDSO
9	Manual For Reconditioning Of Medium Manganese Steel Points & Crossings, Switch Expansion Joints And Cast Manganese Steel Crossings - 1996.	ED/Std./Track/RDSO
10	Indian Railways Track Machine Manual - 2000.	ED/Tk.(MC)/Rly. Bd.
11	Draft Manual Of Instructions For Railway Affecting Works July - 1987.	
12	Manual Of Inspection Schedules For Officials Of Engineering Department - 2000.	EDCE(G)/Rly. Bd.

13	The Railway's Opening For Public Carriage And Passengers' Rules - 2000.	EDCE(G)/Rly. Bd.
14	Schedule Of Dimension.	EDCE(G)/Rly. Bd.
15.	Indian Railways Code for the Engineering Deptt. 1999.	EDF(S)/Rly. Bd.
16.	Guidelines for earth work in Railway Projects – 2003.	EDGE/RDSO.
17.	Draft Guidelines for cuttings in Railway Formations – 2003.	EDGE/RDSO.

All the nodal authorities shall keep IRICEN apprised of the Correction Slips issued from time to time so that the same can be incorporated in the subsequent booklet to be published by IRICEN.

4.0 In the first instance approximately 5,000 copies will have to be published. However, this number can be assessed more accurately in due course of time as per the requirement given by Zonal Railways.

5.0 IRICEN is requested to please take further necessary action in the matter.

Pradeep 5.2.04

(Pradeep Kumar)
Executive Director, Civil Engg.(P),
Railway Board.

Copy of information and necessary action to:

(1) Principal Chief Engineers/Chief Engineers, CR, ER, ECR, ECOR, NR, NCR, NER, NFR, NWR, SR, SCR, SER, SECR , SWR, WR, WCR.
(2) CAO/Cs, CR, ER, ECR, ECOR, NR, NCR, NER, NFR, NWR, SR, SCR, SER, SECR , SWR, WR, WCR.
(3) EDCE(B&S), EDCE(G), EDTK(P), EDTK(M), EDTK(MC), ED/DM, ED(L&A), ED(W), EDF(S)/Railway Board.
(4) ED/Std./Track, Bridges & Structures, Track Machines, GE and Quality Assurance (Civil) at RDSO/Lucknow.
(5) DCE(P), DCE(B&S), DTk (M), DTk (MC), DW-I, DW-II, D(L&A).
(6) AM(CE), AM(W), Adv. (L&A) for information.
(7) Sr. PPS/ME for ME's kind information.

रेल मन्त्रालय
Ministry of Railways
Sign
Date

6/C