

SOUTH CENTRAL RAILWAY



उप सु सि व दूसं इंजी / परियोजना / दूरसंचार का कार्यालय, दक्षिण मध्य रेलवे, सिकंदराबाद - 500025
**OFFICE OF DY.CSTE/PROJECTS/TELE/SC, SOUTH CENTRAL RAILWAY, GROUND FLOOR,
MICROWAVE BUILDING, ADJACENT TO RAIL NILAYAM, SECUNDERABAD - 500025**

TENDER DOCUMENT
Packet I – Technical Bid Document
(Two Packet System)

Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway.

E-Tender Notice No. C-SG-PT-MPLS-01 dated 05.10.2023 (with Corrigendum dated 21.10.2023)

Cost of the Tender Document: Nil

Pre-Bid Conference: 12.10.2023 15:00 hrs at PCSTE Conference Hall, 7th Floor, Rail Nilayam, Secunderabad

List of Abbreviations and Terminology used in this Tender Document

Abbreviation	Description
ITU-T	International Telecommunication Union – Telecommunication Standardization Sector
IP-MPLS	Internet Protocol Multi Protocol Label Switching
NMS	Network Management System
OFC	Optical Fiber Communication
RAM	Random Access Memory
RDSO	Research, Design and Standards Organization
RF	Radio Frequency
RITES	Rail India Technical and Economical Service
SPN	Specification
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
OEM	Original Equipment Manufacturer
PCSTE	Principal Chief Signal and Telecommunication Engineer
CSTE	Chief Signal and Telecommunication Engineer
Dy.CSTE	Deputy Chief Signal and Telecommunication Engineer
Sr.DSTE	Senior Divisional Signal and Telecommunication Engineer
Sr.DEE	Senior Divisional Electrical Engineer
JV	Joint Venture
JE	Junior Engineer
SSE	Senior Section Engineer
CDMS	Chief Depot Material Superintendent
UPS	Uninterruptible Power Supply
IREPS	Indian Railway E-Procurement Systems
PG	Performance Guarantee
SD	Security Deposit
GST	Goods And Service Taxes
CGST	Central Goods and Service Taxes
IGST	Integrated Goods and Service Taxes
UTGST	Union Territory Goods and Service Taxes
SGST	State Goods and Service Taxes
MOU	Memorandum Of Undertaking
LOA	Letter of Acceptance
DC	Direct Current
AC	Alternating Current
NEFT	National Electronic Fund Transfer
MICR	Magnetic Ink Character Recognition
IFSC	Indian Financial System Code
SPD	Surge Protection Device
EMI	Electro Magnetic Interference
EMC	Electro Magnetic Compatibility
RCC	Reinforced Cement Concrete
GI	Galvanised Iron
LTE	Long Term Evolution
TAN	Technical Advisory Note

PACKET I
TECHNICAL BID DOCUMENT
(TWO PACKET SYSTEM)

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CHAPTER 1

GENERAL INSTRUCTIONS

1. E-Tendering Instructions

- i. Tender documents are non-transferable.
- ii. The tender documents may be downloaded by registered tenderers (bidders) from www.ireps.gov.in. Bids shall be submitted online before the expiry of time and date of tender opening. The tender notice header can be seen at www.ireps.gov.in. Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee Bond from a scheduled commercial bank of India.
- iii. Permitting downloading of tender documents by Railway is a facility for convenience of tenderer(s). In case tender documents are not uploaded on the website or in the case of download failure or incomplete document download, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct / indirect loss of business / profit resulting from inability to use this facility.
- iv. The tenderer(s) shall maintain the integrity of downloaded tender documents and shall not make any change / alteration / deletion / tampering, whatsoever, in the downloaded documents. Railway reserves the right to reject the tender at any stage in case it is detected that the tenderer(s) has (have) given wrong information or made modification(s) in the downloaded documents. The tenderer's offer shall be rejected and full Bid Security shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed after award of contract, Railway is liable to terminate the contract on Contractor's default. In addition, Railway reserves the right to take action against the firm as deemed fit, which may include banning of business dealings with the firm and the firm is also liable to be prosecuted as per the law. In case of any dispute over the discrepancy noted in tender document submitted by tenderer, the master document kept with Railway shall prevail. The decision of Railway thereon shall be final and binding on the tenderer / contractor.
- v. The tenderer(s) shall keep himself updated about any modification in e-tender notice and e-tender documents issued by Railway through newspapers, website or any other means and shall act accordingly. Tenderer's offer shall be rejected if he has not enclosed all the corrections / corrigenda along with downloaded tender documents.
- vi. **Clarification of Bids:** To assist in the examination, evaluation and comparison and pre-qualification of the tender, Railway may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
- vii. The bid shall be signed by individual(s) legally authorised to enter into commitments on behalf of the tenderer. Any individual(s) signing the bid documents or other documents connected therewith should specify whether he / she is signing:
 - a. As a sole proprietor of the firm or attorney of the sole proprietor
 - b. As a partner of the firm
 - c. As a Director, Manager or Secretary or official with Power of Attorney as per Memorandum / Articles of Association in a Limited Company

- d. Individual(s) signing the bid documents must state that he / she is authorised to sign the same and submit documentary proof for the same.
- viii. Every tenderer shall state in the bid his postal address fully and clearly. Any communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. He / She shall also give phone numbers for communication. Essential documents shall be sent by registered post.
- ix. Incomplete and conditional bids shall generally not be considered and shall be rejected. However, the Railway reserves the right to reject any special conditions stipulated by the tenderer as deemed unacceptable to the Railway. For example, any deviations from the General Conditions of Contract / Special Conditions of Contract / Technical Specifications and Requirements / Bill(s) of Quantities proposed by the tenderer should be mentioned in the Statement of Deviations in Proforma-J of Chapter 4 and not elsewhere in the bid documents. If the tenderer has proposed no exceptions, the Statement of Deviations shall indicate 'NIL'. If the tenderer does not include this with the bid, it shall be conclusive evidence that all contract conditions are entirely acceptable to the bidder.
- x. All the relevant documents shall be uploaded along with the tender form as per the terms and conditions of the tender.
- xi. All supporting documents to the offers shall be typed, written / printed neatly in indelible ink in English and scanned with sufficient resolution for uploading on the e-tendering portal. Bids containing scribbling / illegible writing / erasures / alterations in the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his / their entries shall be attested by him / them.
- xii. **Errors, Omissions and Discrepancies in the Bid Documents:**
 - a. The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error.
 - b. The tenderer(s) if in doubt, shall bring it to the notice of the tender inviting authority without delay.
 - c. In case of any contradiction, only the printed rules and books shall be followed, and no claim for the misinterpretation shall be entertained.
 - d. In case a tenderer finds discrepancies in, or omissions from the drawing or any of the bid documents or has any doubt about their meaning, he shall at once notify the tender inviting authority who may send a written clarification to all tenderers or upload addenda / corrigenda in www.ireps.gov.in as appropriate.

2. Name of the Work

Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway.

3. Scope of the Work

- i. Design, supply, installation, integration, configuration, testing and commissioning of IP-MPLS routers in the following section of Secunderabad Division of South Central Railway.
 - a. Lingampalli – Vikarabad: 50 RKM

- b. Vikarabad – Parli Vaijnath: 267 RKM
 - c. Vikarabad – Wadi: 112 RKM
 - d. Secunderabad – Raghunathpalli: 94 RKM
- ii. Creation of new 10G IP-MPLS backbone network over single dark fibre in the section.
 - iii. Interfacing, integrating and testing legacy SDH networks with IP-MPLS at IP-MPLS boundary locations as per site the site requirements.
 - iv. Migration of existing services from SDH networks to IP-MPLS as per the site conditions and instructions of the Engineer in-charge.
 - v. Supply, installation, integration, configuration, testing and commissioning of divisional and zonal NOC for NMS of the IP-MPLS network created taking into account capacities of complete deployment of IP-MPLS network over South Central Railway.

4. Eligibility Criteria

The tenderer must satisfy the following criteria for being eligible for the proposed tender.

- i. JV / Consortium is allowed to participate in the present tender.

- ii. **Technical Eligibility Criteria**

The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- a. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- b. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- c. One similar work costing not less than the amount equal to 60% of advertised value of the tender
- d. **Definition of Similar Work:** Supply, installation, testing and commissioning of telecom networks like IP-MPLS, Dense Wavelength Division Multiplexing (DWDM), Network Operation Centre in Indian Railways / any other department under the Government of India or any Public Sector Undertaking (PSU) under the Government of India or any State Government or any Joint Venture Organisation of the Government of India and any State Government.

- iii. **Financial Eligibility Criteria**

The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V = Advertised value of the tender in crores of Rupees

N = Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the Audited Balance Sheet. However, in case balance sheet of the previous year is yet to be prepared / audited, the Audited Balance Sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderer shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

5. System of Evaluation of Tenders

- i. Two packet system of tendering shall be followed for the evaluation of tenders.
- ii. **Proof of Concept**
 - a. Additionally, tenderers found successful in primary evaluation of technical bid (Eligibility Criteria / Compliance of technical conditions in tender documents) shall demonstrate compliance of the offered makes and models of IP-MPLS network elements (routers and other equipment) to RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0 in accordance with Proof of Concept Guidelines (Annexure-I of the TAN) and satisfactory functioning of 4G LTE-R.
 - b. Financial bid of only those bidders whose technical compliance to RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0 and satisfactory functioning of 4G LTE-R is established shall be opened.
 - c. The Proof of Concept shall be demonstrated at a place and / or section decided by the Engineer in-charge within 15 days as decided by the Engineer in-charge. Increase in any time limit for successful demonstration of Proof of Concept or declaration of Proof of Concept as unsuccessful shall be the sole discretion of the Railway. Railway reserves the right to do so without assigning any reason whatsoever. The decision of the Railway in this case shall be final.
 - d. The bidders shall be required to deploy all the accessories / ancillary equipment required for the successful demonstration of Proof of Concept in addition to the IP-MPLS network element.
 - e. Proof of Concept tests shall be carried under the supervision of the representative authorised by the Engineer in-charge such as RDSO / RITES / any other authorised representative.
 - f. The Railway shall not be liable to pay / reimburse any type of cost incurred by the successful bidder pertaining to the Proof of Concept.

SOUTH CENTRAL RAILWAY

TENDER FORM (FIRST SHEET)

E-Tender Notice No. C-SG-PT-MPLS-01 dated 05.10.2023 (with Corrigendum dated 21.10.2023)

Name of the work: Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway.

To The President of India

Acting through the Dy.CSTE/Projects/Tele/SC, South Central Railway

1. I / We _____ (Name of the tenderer) have read the various conditions to tender attached hereto and agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I / We will be liable for forfeiture of my / our "Bid Security". I / We offer to do the work for South Central Railway, at the rates quoted in the attached Bill(s) of Quantities and hereby bind myself / ourselves to complete the work in all respects within **12 months** from the date of issue of letter of acceptance of the tender.
2. I / We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications, CSTE Schedule of Rates (SOR) with all correction slips up-to-date for the present contract
3. A Bid Security of ₹ _____ of has already been deposited online / submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my / our Tender is accepted and if:
 - (a) I / We do not submit the Performance Guarantee with in the time specified in the Tender document;
 - (b) I / We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I / We do not commence the work within fifteen days after receipt of orders to that effect.
4. I / We am / are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____ (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is _____ with _____ and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance my / our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (SECOND SHEET)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - (a) Tender Forms – First Sheet and Second Sheet
 - (b) Special Conditions / Specifications (enclosed)
 - (c) Bill(s) of Quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended / corrected upto latest correction slips, copies of which can be seen in the office of Dy.CSTE/Projects/Tele/SC or obtained from the office of the CSTE/Projects, South Central Railway on payment of prescribed charges.
 - (e) CSTE Schedule of Rates (SOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Dy.CSTE/Projects/Tele/SC or obtained from the office of the CSTE/Projects, South Central Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawings for the work can be seen in the office of the Dy.CSTE/Projects/Tele/SC and / or CSTE/Projects, South Central Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a single percentage above / below / at par with total advertised rates against each schedule from Schedule A1 to Schedule A2 of the Bill(s) of Quantities.

Schedule	Description	Method of Quoting Rates in Financial Bid (Online)
Schedule A1	Telecom Works – Non-SOR Supply	As a single percentage above / below / at par with total railway rates for each schedule.
Schedule A2	Telecom Works – Non-SOR Labour	

The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in offer as stipulated by e-tendering portal www.ireps.gov.in. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be **summarily ignored** and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be **rejected**. Any correction made by tenderer(s) in his / their entries must be attested by him / them.
5. The works are required to be completed within a period of **12 months** from the date of issue of acceptance letter.
6. **Bid Security:**

- (a) Subject to exemptions provided under para 5(1) (a) of Part I Instructions to Tenderers (ITT) of Indian Railway Standard General Conditions of Contract, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be ***summarily rejected***.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of **90days** from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy.CSTE/Projects/Tele/SC, South Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank Guarantee Bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para (a) above submitted as Bank Guarantee Bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
The Bid Security of other Bidders shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
 - (d) In case Contractor submits the Term Deposit Receipt / Bank Guarantee Bond towards either the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para (c) to the Contractor.
7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his / their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled / contract as terminated under Clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under Clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria

10.1 Technical Eligibility Criteria

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.
- (b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in Clause 7 of the Standard General Conditions of Contract through subcontractor fulfilling the requirements as per Clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of CSTE/Projects, South Central Railway in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: For subletting of work up to ₹. 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per Clause 7 of the Standard General Conditions of Contract, with prior approval of CSTE/Projects, South Central Railway in writing.

Note for Item 10.1:

Work Experience Certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Government Organisation, Work Experience Certificate issued by Public listed company having average annual turnover of ₹. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated / registered at least 5 years prior to the date of closing of tender, shall also be considered provided the Work Experience Certificate has been issued by a person authorised by the Public listed company to issue such certificates.

In case tenderer submits Work Experience Certificate issued by public listed company, the tenderer shall also submit along with Work Experience Certificate, the relevant copy of work order, bill(s) of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final / last bill paid by company in support of above Work Experience Certificate.

10.2 Financial Eligibility Criteria

The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V = Advertised value of the tender in crores of Rupees

N = Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the Audited Balance Sheet. However, in case balance sheet of the previous year is yet to be prepared / audited, the Audited Balance Sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderer shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity (Not applicable for this Tender): The tender / technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

10.4 No Technical and Financial credentials are required for tenders having advertised value up to ₹. 50 lakh.

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorised by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Secon Sheet) including Para 10.1 to 10.5 – Eligibility Criteria:]

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organisation but final bill is pending, such work shall be considered for fulfilment of credentials.*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Government Organisation or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.*
- 6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*

7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN / TAN No. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution / splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A & B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or propriety firm without leaving partnership firm of A & B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A & B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer Credentials

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of South Central Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organisation on hand and proposed to be engaged for the tendered work. Similarly list of Plant and Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements / documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure V. In addition to Annexure-V, in case of other than Company / Proprietary firm, Annexure-V(A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his / their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they / he are / is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

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

- 13. Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy.CSTE/Projects/Tele/SC, South Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended / corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

- (ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

- (i) A copy of notarised affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) Partnership Firm:

- (i) All documents as mentioned in Para 18 of the Tender Form (Second Sheet).

- (d) Joint Venture (JV):** All documents as mentioned in Para 17 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
(ii) A copy of Certificate of Incorporation
(iii) A copy of Authorization / Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

(f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
(ii) A copy of Certificate of Incorporation
(iii) A copy of Power of Attorney / Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm / LLP or JV in which they were / are partners / members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society / Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society / Trust.
 - (iv) A copy of Rules and Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company / Registered Trust / Registered Society / HUF / LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record / office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor / a company or a Partnership Firm / Registered Society / Registered Trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he / they be partner(s) of the firm or any other person, specifically authorizing him / them to sign the tender, submit the tender and further to deal with the Tender / Contract up to the stage of signing the agreement except in case where such specific person is authorised for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board Resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him / them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

16. Employment / Partnership etc. of Retired Railway Employees

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being Partnership Firm / Joint Venture (JV) / Registered Society / Registered Trust etc. have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) Being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors,

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorised by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm / company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s) / shareholder(s) or member(s) of the family of partner(s) / shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note – If information as required as per 16 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of Clause 62 of Standard General Condition of Contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

- 17.1 Separate identity / name shall be given to the Joint Venture.
- 17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm / company with a minimum share of 51%.
- 17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorised by JV through Power of Attorney to submit tender.
- 17.5 Bid Security shall be submitted by JV or authorised person of JV either as:
(i) Cash through e-payment gateway or as mentioned in tender document, or
(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MoU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe / comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

- 17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MoU / JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under ‘The Companies Act, 2013’ (in case JV entity is to be registered as Company) or before the Registrar / Sub-Registrar under the ‘The Indian Partnership Act, 1932’ (in case JV entity is to be registered as Partnership Firm) or under ‘The LLP Act, 2008’ (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe / comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 17.11.1 Joint and Several Liability – Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 17.11.2 Duration of the Registered Entity – It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 17.11.3 Governing Laws – The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.12 Authorised Member – Joint Venture members in the JV MoU shall authorise Lead member on behalf of the Joint Venture to deal with the Contract, 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.
- 17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender / contract.
- 17.14 Documents to enclosed by the JV along with the tender:
- 17.14.1 In case one or more of the members of the JV is / are partnership firm(s), following documents shall be submitted:
- (i) A notarised copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorised by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

- (iii) A notarised or registered copy of Power of Attorney in favour of the individual to sign the MoU / JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm / LLP in which they were / are partners / members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

- (i) A copy of notarised affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

17.14.3 In case one or more members of the JV is / are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MoA (Memorandum of Association) / AoA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorisation / copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MoU / JV Agreement on behalf of the company and create liability against the company

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorisation / copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and / or sign the MoU / JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm / LLP or JV in which they were / are partners / members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

17.14.5 In case one or more members of the JV is / are Society(s) or Trust(s), the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society / Trust Deed
- (iii) A copy of Rules and Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society / Trust.

17.14.6 All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

17.14.7 A Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

17.15 Credentials and Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per Para 10.1 above, shall be satisfied by either the 'JV in its own name and style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is / are not satisfying the technical eligibility for the work as per Para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per Para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per Para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is / are not satisfying the technical eligibility for any component of the work as per Para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

(a) The major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as major component of work.

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

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at Para 10.2 above. The “financial capacity” of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at Para 10.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

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

17.15.3 Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at Para 10.3 above. The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid Capacity” to satisfy this requirement.

18. Participation of Partnership Firms in Works Tenders

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarised prior to date of tender opening as per the Indian Partnership Act.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the bidder shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner(s) withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the bidder will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the bidder fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

- 18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in bid document. The EMD submitted in the name of any individual partner or in the name of authorised partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner
- 18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarised affidavit, before signing of contract agreement.

(a) Joint And Several Liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the Partnership Deed and Partnership Firm Agreement:

The partnership deed / partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

- (c) Governing Laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner(s) and that of the Railway.
- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender.
- (i) A notarised copy of partnership deed or a copy of the partnership deed registered with the registrar.
- (ii) A notarised or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners / members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 10 above.

19. Advances to Contractor

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

Signature of Tenderer(s)
Date - _____

Dy.CSTE/Projects/Tele/SC
South Central Railway
Date - _____

*** **End of Chapter 1** ***

CHAPTER 2

SPECIAL CONDITIONS OF CONTRACT

1. General Instructions

- a) This chapter shall be read in conjunction with Indian Railways Standard General Conditions of Contract (GCC), April 2022 with latest amendments which shall be subject to modifications, additions or supersession by these Special Conditions of Contract (SCC) and / or specifications / conditions, if any, which is part of this Tender Document.
- b) The regulations for tenders and contracts shall be read in conjunction with GCC which are referred to therein and wherever there is a conflict between the SCC and GCC, the SCC shall prevail.
- c) Any deviations from these SCC, Technical Requirement and Specifications, Bill(s) of Quantities and / or any condition of tender document, if any, stated by the contractor in his tender or subsequently introduced by the Railway shall be a part of the contract only to such extent as have been explicitly accepted by the Railway and incorporated in the contract. Details shall be given in Proforma-K of Chapter 4.
- d) Manual offers are not allowed for this tender. Any manual tenders received physically shall be **ignored**.
- e) Any additional information regarding the tender may be obtained by the tenderers from the Office of Dy.CSTE/Projects/Tele/SC, South Central Railway, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad – 500025 (+91-9701370811) during office hours.

2. Brief Scope of the Work

- i) Design, supply, installation, integration, configuration, testing and commissioning of IP-MPLS routers compliant to RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0 in the following section of Secunderabad Division of South Central Railway.
 - a. Lingampalli – Vikarabad: 50 RKM
 - b. Vikarabad – Parli Vaijnath: 267 RKM
 - c. Vikarabad – Wadi: 112 RKM
 - d. Secunderabad – Raghunathpalli: 94 RKM
- ii) Creation of new 10G IP-MPLS backbone network over single dark fibre in the section.
- iii) Interfacing, integrating and testing legacy SDH networks with IP-MPLS at IP-MPLS boundary locations as per site the site requirements.
- iv) Migration of existing services from SDH networks to IP-MPLS as per the site conditions and instructions of the Engineer in-charge.
- v) Supply, installation, integration, configuration, testing and commissioning of divisional and zonal NOC for NMS of the IP-MPLS network created taking into account capacities of complete deployment of IP-MPLS network over South Central Railway.

a) Contractor's Scope of the Work

- i) The bidder shall be responsible for undertaking a study of site conditions, practices of the railways and make own assessment of the work.
- ii) The contractor shall be responsible for carrying out Proof of Concept under the supervision of the representative authorised by the Engineer in-charge such as RDSO / RITES.
- iii) The contractor shall complete all the supply, installation, configuration, testing and commissioning of IP-MPLS routers as per the Bill(s) of Quantities as per the requirement of the Railways. Any equipment / design / component needed to make the entire system successfully functional shall be supplied by the contractor.
- iv) The contractor shall be responsible for deploying **at least two competent graduate engineers** for supervision and execution of the work. Failure to deploy competent graduate engineers shall attract liquidated damages of ₹. 50,000/- per person per month or part thereof.
- v) The contractor shall be responsible for supplying equipment / materials as per technical specifications in line with the Bill(s) of Quantities and RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0.
- vi) The contractor shall be responsible for properly executing the work in accordance with the technical specifications in line with the Bill(s) of Quantities, RDSO IP-MPLS specification

No. STT/TAN/IP-MPLS/2020 Version 2.0, Indian Railway Telecommunication Manual, GCC, SCC and extant practices of South Central Railway.

- vii) The contractor shall be responsible for migration of services from SDH networks to IP-MPLS as per the site conditions and instructions of the Engineer in-charge.
- viii) The contractor shall be responsible for the supply of all technical literature regarding the equipment.
- ix) The contractor shall be responsible for lifting of material / cables from designated OEM stores / railway stores to the site and vice versa.

b) Work to be Done by the Railways

- i) Railways shall provide a tapping point for unregulated 230 V AC / -48 V DC as per feasibility of individual sites (station / mid-section location).
- ii) Provision of space such as OFC hut / Outdoor Cabinet for the installation of IP-MPLS equipment.
- iii) Provision of single dark fibre for IP-MPLS network. The dark fibre shall meet the attenuation requirements as per RDSO specification for 24 fibre OFC IRS TC 55-2006 Revision 1.0.

3. Submission of Undertaking

- a) The tenderer shall submit along with the bid, a Memorandum of Understanding with the OEM of IP-MPLS equipment covering the following aspects.
 - i) Supply, installation, configuration, testing and commissioning of equipment.
 - ii) Training of nominated railway officials at factory premises / reputed institutions and at site.
 - iii) Assurance of long term availability of spares and system support.
 - iv) Setting up Technical Assistance Centre at Secunderabad, Tandur and Bidar for 24 x 7 post sales technical support.
- b) Letter of Acceptance shall be issued by Railway subject to the production of Memorandum of Understanding.

4. Bid Security

- a) The tenderer shall deposit Bid Security of ₹.10,70,000/- either in cash through e-payment gateway or submit as Bank Guarantee Bond from a scheduled commercial bank of India with the stipulation to keep the offer open till such date as specified in the tender document.
- b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- c) In case of submission of Bid Security in the form of Bank Guarantee, the following shall be ensured.
 - i) The Bank Guarantee shall be as per **Annexure VIA**.
 - ii) A scanned copy of the Bank Guarantee shall be uploaded on e-procurement portal (www.ireps.gov.in) while applying to the tender.
 - iii) The original Bank Guarantee shall be delivered in person to the Office of Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad within 5 working days before the closing date of submission of bids. The Bank Guarantee shall be delivered in a sealed envelope clearly bearing the identification "Bid for Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway" also indicating the name and address of the bidder. Bid Due Date shall be indicated on the right hand top corner of the envelope.
 - iv) Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal and / or non-submission of original Bank Guarantee within the specified period shall lead to **summary rejection** of the bid.
 - v) The Bank Guarantee shall remain valid for a period of 90 days beyond the bid validity period.

- vi) The details of the Bank Guarantee physically submitted should match with the details available in the scanned copy and the data entered during the bid submission on the e-tendering portal. Any mismatch shall lead to **summary rejection** of the bid.
- d) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security.
- e) Labour Cooperative Societies shall submit only 50% of above Bid Security.
- f) If the tenderer's tender is accepted, the Bid Security shall be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security 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.

5. Study of Local Conditions

- a) The prospective bidders are advised to study the tender documents, technical specifications, Bill(s) of Quantities and all other instructions carefully.
- b) The tenderers shall be responsible to carry out study of local conditions at the proposed site of work and get fully acquainted with the site conditions, working hours, land availability, stacking space for material, approach roads, paths etc. and any other items relevant to the completion of the work.
- c) No request for change of rate or time schedule of the execution of work shall be entertained on account of any location conditions after the offer is accepted by the Railway.
- d) No claim shall be entertained for the contractors making own arrangements for approach roads from outside railway land.
- e) Contractors shall bear entire expenses such as road taxes, payment for right of way etc. to outsiders and for construction of approach roads etc.
- f) Any submission of an offer by the tenderer shall be deemed to have been done after a careful study and examination of the tender documents and site conditions with full understanding of the implications thereof.
- g) It shall be understood that the tenderer has / have got herself / himself / themselves clarified on all the points and interpretations by proper authorities of the Railways. These conditions and specifications shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in the offer.
- h) Failure to adhere to any one of the above instructions may render the offer **liable to be ignored** without any reference.

6. Clarification Required by the Tenderer

- a) Specifications, drawings, plans etc. related to the subject work can be obtained from the Office of Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad.
- b) If a tenderer finds discrepancies in or omission from the drawing or any of the tender document or should he be in doubt as to their meaning, he should at once notify the Railway i.e., authority inviting tenders by post or email to dycsteprotelesc@gmail.com (+91-9701370811), who may send a written clarification to all tenderer(s). Any clarification regarding discrepancies in the tender should be submitted in writing to Dy.CSTE/Projects/Tele/SC before participating in the tender.

7. Submission of Technical Bid (Packet I)

The online bid shall be accompanied by relevant documents pertaining to technical conditions and requirements as mentioned in the tender document. All uploaded documents shall be digitally signed by the tenderer.

The bid shall be submitted with the following documents.

- a) Offer letter, complete, along with complete tender document including Tender Form (First Sheet) and Tender Form (Second Sheet) and all addenda / corrigenda, if any.

- b) Documents required for assessment of technical and financial eligibility as specified in paras 10.1 and 10.2 of Tender Form (Second Sheet).
- c) **Certificate(s) from Organisations** (In English or transcript in English with copy of original document) giving description of work, organisation for whom executed approximate value of contract at the time of award, date of award and date of scheduled / actual completion of work. Date of actual start, actual date of physical completion and final value of contract (for establishing eligibility) for satisfactory and physical completion as per Proforma-E of Chapter 4. The experience certificate should have been issued by an officer not below Junior Administrative Grade.
- d) Detailed list of year wise contractual payment received in Proforma-F of Chapter 4 for establishing eligibility. Attested certificate from employer / client (giving description of work, organisation for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, actual date of physical completion, year wise payments made and total payment made up to the date of tender opening) as per Proforma-C and Proforma-D of Chapter 4 shall be submitted in the support. Client Certificate from other than Government Organisation should be duly supported by Form 16A / 26AS generated through portal of Income Tax Department of India.
- e) Year wise details of Audited Balance Sheets certified by registered chartered accountant / company auditor for the last three financial years or relevant financial years for establishing financial eligibility as per Annexure-VIB of Chapter 4.
- f) Certified Copy of Partnership Deed and Affidavit for proprietorship firms.
- g) List of similar work completed and works on hand duly indicating description of work, contract value, date of award of contract along with details of contractual amount received duly certified by employer / client as per Proforma-C and Proforma-D of Chapter 4.
- h) Submission of an offer shall mean that the tenderer accepts all the terms and conditions of Railways, unless specifically mentioned in Statement of Deviations as per Proforma-J of Chapter 4. In case of no deviations, the tenderer shall submit the Statement of Deviations with a 'Nil' statement. Railway reserves the right to accept or reject the deviations and the Railway's decision thereon shall be final.
- i) List of Personnel, Organisation available on hand and proposed to be engaged for the subject work as per Proforma-A of Chapter 4.
- j) List of Plant and Machinery available on hand and proposed to be inducted and hired for the subject work as per Proforma-B of Chapter 4.
- k) Notarised affidavit on a Non-Judicial stamp paper as per Annexure-V (and Annexure-VA, if relevant) of Chapter 4 stating that they are not liable to be disqualified and all their statement / documents submitted along with bid are true and factual. Non-submission of notarised affidavit by the bidder shall result in **summary rejection** of his / their bid.
- l) Technical Bid (Packet I) should under no circumstances contain the rates offered or financial implications of any deviation from tender conditions. Non-compliance shall be result in **summary rejection**.

8. Submission of Financial Bid (Packet II)

- a) All rates must be submitted in the tab for financial offer only on the e-tendering portal.
- b) Rates in the offer shall be quoted in accordance with the system of quoting specified.
- c) The tenderers shall quote the complete rate for all items of works given in the Bill(s) of Quantities on the e-tendering portal for the entire scope of the work. Offers received for part of the work shall not be considered and **summarily rejected**.

9. Validity of Offers

- a) The tenderer shall keep the offer open for a minimum period of **90 Days** from the date of opening of tender. Within that period, the tenderer cannot withdraw her / his / their offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of Bid Security.

- b) The tenderer is / are permitted to bid in consideration of the stipulation on her / his / their part that after submitting her / his / their subject to the period being extended further she / he / they will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the tenderer fail to observe or comply with the forgoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation shall be forfeited by the Railways.

10. Completion Period

- a) The time schedule for the entire work is of utmost importance. The entire work is required to be fully executed within **12 months** from the date of issue of Letter of Acceptance (LOA).
- b) The contractor shall depute adequate number of competent engineers / qualifies staff to survey, install, test and commission the equipment / system at site.
- c) Expected time schedule for supply, installation and commissioning of the system shall be as follows.

S.No.	Description of Stage of Work	Time Schedule for Completion
1	Supply of U racks, cables, patch cords etc.	D + 1 Month
2	Supply of routers and other networking equipment	D + 2 Months
3	Completion of installation of racks, patch cords etc.	D + 4 Months
4	Completion of installation and testing of IP-MPLS routers without migration of existing TDM / IP services	D + 6 Months
5	Completion of NMS at Secunderabad Division and Zonal Headquarters	D + 6 Months
6	Completion of migration of existing TDM / IP services to IP-MPLS network	D + 11 Months
7	Completion of whole project with as made documentation	D + 12 Months
D is the Date of Issue of Letter of Acceptance		

11. Technical Specification

- a) South Central Railway is implementing OFC base IP-MPLS network as a backbone for migrating existing TDM / IP services along with 4G LTE-R. This shall be done in accordance to RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0.
- b) Label Switch Router (LSR) and Label Edge Router (LER) shall both have Mandatory Testing and Certification of Telecommunication Equipment (MTCTE certification) as per the relevant TEC ER.
- c) IP-MPLS routers shall need to be cleared through Trusted Telecom Portal before supply to South Central Railway with the relevant documentation as per Railway Board Telecom Circular Number 12/2023 dated 11.10.2023. Chief Communication Engineer (CCE), South Central Railway is the nodal officer for giving clearance in this regard.
- d) It shall be the responsibility of the contractor and OEM to stabilise the transport network (IP-MPLS network elements) as demanded by the Railway for functionality of its 4G LTE-R network. Failure to meet the demands of the bandwidth, stability and performance requirements as required for Railway's 4G LTE-R network may lead to action as per this tender document including rescinding the contract and forfeiting full Performance Guarantee and Security Deposit. The decision of the Railway in this case shall be final.
- e) The IP-MPLS networking solution proposed for installation by the contractor shall be capable of running on both dual dark fibre and single dark fibre. However, South Central Railway intends to deploy the network on a single dark fibre. The same shall be demonstrated in the Proof of Concept.
- f) South Central Railway shall provide either -48V DC or unregulated 230 V AC for the IP-MPLS network depending on the site conditions. As such it could be assumed that -48 V DC would be provided at stations while unregulated 230 V AC would be provided at mid-section locations. However, the same may vary as per site conditions.

- g) Network monitoring and provisioning system needs to be deployed at Secunderabad Division and Zonal headquarters in accordance to RDSO IP-MPLS specification No. STT/TAN/IP-MPLS/2020 Version 2.0.
- h) Each Sectional headquarters shall be deployed with one workstation to manage the network of the section through workstation terminal. The following are the Sectional headquarters in 523 RKM section.

S.No.	Sectional Headquarters	Section From	Section To
1	Sanatnagar	Sanatnagar	Gullaguda (Excluding)
2	Vikarabad	Gullaguda	Wadi
		Vikarabad	Sadashivpet Road (Excluding)
3	Bidar	Sadashivpet Road	Khanapur
4	Udgir	Khanapur (Excluding)	Parli Vajinath
5	Secunderabad	Secunderabad	Ghatkesar (Excluding)
6	Bhongir	Ghatkesar	Raghunathpalli

- i) The PC workstation shall have the following minimum specifications.

S.No.	Parameter	Specification
1	Processor	Latest generation x86 Intel Processor / AMD Processor
2	Number of Cores	4 Core or higher
3	Frequency	1.6 GHz or higher
4	Memory	32 GB or higher
5	Operating System	Windows Operating System or Linux, latest
6	LAN / Ethernet	10 / 100 / 1000 base T, onboard / on slot Gigabit Ethernet (RJ45), IPv6 compliant
7	Hard Disk Drive	2 x 500 GB SATA III SSD
8	USB Ports	USB 3.0 minimum 2 numbers
9	USB / PS/2 mouse and keyboard	USB wireless keyboard and mouse
10	Monitor	24 Inch LED colour monitor

- j) **Crimped CAT6 UTP Patch Cord:** CAT6 patch cord shall be of good quality (LSZH – Low Smoke Zero Halogen) and of reputed make with 24 AWG conductor dia conforming to ANSI/TIA/EIA-568-C.2. One sample shall be approved by the consignee / Engineer in-charge before supply.
- k) **CAT6 UTP Cable:** CAT6 cable shall be of good quality and of reputed make. One sample shall be approved by the consignee / Engineer in-charge before supply.
- Type – Unshielded Twisted Pair, CAT6, ANSI/TIA-568-C.2 compliant
 - Conductors – 24AWG solid bare copper
 - Insulation – Polyethylene
 - Separator – Cross shaped separator between pairs
 - Jacket – Flame retardant PVC (Must for safety compliance)
 - Approvals – UL listed, ETL verified to ANSI/TIA-568-C.2
 - Packing – Proper box packing (Not loose)
- l) **Single Mode Optical Patch Cords:** The patch cords shall be of good quality and of reputed make. One sample shall be approved by the consignee / Engineer in-charge before supply.

S.No.	Parameter	Unit	Measurement
1	Insertion Loss (IL)	dB	<= 0.2
2	Return Loss (RL)	dB	>= 50
3	Repeatability	dB	<= 0.2
4	Changeability	dB	<= 0.2
5	Operating Temperature	°C	-35 to +70
6	Storage Temperature	°C	-35 to +70
7	Fibre Type		G657(A1/A2) / G652D

S.No.	Parameter	Unit	Measurement
8	Fibre Diameter	µm	SM-9

- m) **Switch Board Cable 10 Pair 0.5 mm:** It shall be annealed copper conductor, PVC insulated switch board telephone cable as per specification no. GR/WIR-06/03 Mar 2002 or latest. It shall be of good quality and reputed make such as Finolex / Bhansali / Delton.
- n) **24 Port Layer 2 Manageable Switch:** The following specifications are to be read in conjunction with RDSO specification number RDSO/SPN/TC/83/2020 Rev. 2.1 or latest.

S.No.	RDSO Specification Clause	Railway Requirement
5.1.1	24 Nos. 10/100/1000 Base-T, 2 Nos. 10GBase-T ports and 2 Nos. 10G SFP+ ports Stackable Managed Switch.	24 Nos. 10/100/1000 Base-T and 4x1G SFP uplink ports populated with 1 single mode SFP fibre module.
5.1.1	24 Nos. 10/100/1000Base-T PoE ports, 2 Nos. 10GBase-T ports and 2 Nos. 10G SFP+ ports Stackable Managed Switch. 370W PoE Budget from Day 1 and potential to be expanded to 740 watts	Not applicable
5.2.1	The LAN switch shall be available with minimum 128 Gbps switching fabric.	The LAN switch shall be available with minimum 56 Gbps switching fabric.
5.2.2	The LAN switch shall have minimum packet forwarding rate of 95.24 million packets per second at 64 byte packet length.	The LAN switch shall have minimum packet forwarding rate of 41.67 million packets per second at 64 byte packet length.
5.2.5	The switch should be stackable with a minimum stacking bandwidth of at least 80 Gbps. It should support stacking of at least 4 units or higher or Virtual Switching System (VSS) or Equivalent technology. For stacking the switches shall be either dedicated stack ports or Ethernet uplink ports	The switch should be stackable for a minimum of 4 units with minimum required stacking bandwidth with single IP management with ethernet uplink ports.
5.2.6	The switch should support external redundant power supply (RPS). The Switch should have min 2 AC PSUs and support AC & DC modular power supply.	The switch should have internal AC power supply and redundant power supply is not required.
5.3.2	It shall support for Automatic Negotiation of link speed and duplex to help minimise the configuration & errors.	It shall support for Automatic Negotiation of trunking protocol, to help minimise the configuration and errors.
5.3.4	It shall support edge port in STP/RSTP/MSTP mode and Ethernet Ring Protection Switching (ERPS) (ITU-T G.8032)	It shall support edge port in STP/RSTP/MSTP mode and Ethernet Ring Protection Switching (ERPS) (ITU-T G.8032) or equivalent.
5.4.3	It shall have supports QoS Flow Actions, Remark 802.1p priority tag, TOS/DSCP tag, Bandwidth Control and Three Color Marker.	It shall have supports QoS Flow Actions, Remark 802.1p priority tag, TOS/DSCP tag, Bandwidth Control.
5.4.6	There shall be weighted Random Early Detection (WRED) to provide congestion avoidance.	There shall be SRR, Weighted Tail Drop / weighted Random Early Detection (WRED) to provide congestion avoidance
5.4.9	There shall be support for Asynchronous data flows upstream and downstream from	The switch shall support ingress policing and egress shaping.

S.No.	RDSO Specification Clause	Railway Requirement
	the end station or on the uplink using ingress policing and egress shaping.	
5.5.17	It shall support for up to 1500 access control entries (ACEs).	It shall support for upto 600 access control entries (ACEs).
5.6.3	It shall have support for RMON groups though the use of a mirrored port, which permits traffic monitoring of a single port, a group of ports, or the entire switch from a single network analyzer or RMON probe.	It shall have support for RMON and port mirroring.

12. Technical Literature

The contractor shall submit a list of installation, commissioning and maintenance manuals from the OEM for each equipment. These manuals shall be submitted to the Railway as per the instructions of the Engineer in-charge.

13. Training

The tenderer shall undertake to impart training to Railway staff either at the site of installation and the OEM factory premises / at a reputed institute in different aspects of the equipment such as its architecture, functioning and planning, management, supervision, field installation, commissioning, testing and maintenance in both hardware and software areas in order to transfer technical know how. The following shall be the various aspects of the training.

- The courses should include hands on training, visits to installations apart from formal classes.
- The OEM should train the Railway personnel to such level of proficiency that they may carry out changes in the IP-MPLS routers and their configurations without the help of the OEM.
- The training course to be conducted at the manufacturing facilities shall be designed to train the trainees in all aspects of system engineering, equipment operation, installation and functional details, theory of operation of equipment, troubleshooting and familiarisation with the equipment at card and component level.
- Expenses of travel for railway staff by rail shall be borne by Railway.
- The subjects of training, details of courses, course contents, documentation etc. shall be made available to Railway in soft format.

14. Opening of Tenders

- Tender shall be opened on the date and time mentioned in NIT Header in the Office of Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad.
- Tenderers whoever chose to attend the event of tender opening may do so directly or through their authorised representatives.

15. Right of Railways to Deal with Tenders

- The authority for the acceptance of the tender will rest with the Railway Administration for and on behalf of President of India, who shall not be bound to accept the lowest or any tender or to assign any reason for declining to consider, non-acceptance or rejection of the tender. Railway Administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender document or to reduce the scope of the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
- Railway Administration also reserves the right to cancel any or all tenders at any stage. Railway reserves the right to accept or reject the deviations proposed by the tenderer and Railway's decision thereon shall be final. The deviation(s) quoted by the tenderer will become part of Contract

Agreement only to the extent to which they are specifically mentioned as accepted in Letter of Acceptance.

16. Acceptance of Tender

- a) A Letter of Acceptance (LOA) of the offer will be issued by the Railway Administration to the successful tenderer that his / her / their offer has been accepted, on receipt of which she / he / they shall submit a Performance Guarantee (PG) bond of 5% of cost of work and shall execute a formal Contract Agreement with the President of India acting through Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad or his authorised representative for carrying out the work according to terms and conditions of the tender including Indian Railway GCC and Special Conditions of Contract / specifications of this tender.
- b) Upon issuing of LOA, the contract for the work shall be deemed to have been awarded to the tenderer and accordingly the completion period will be reckoned from the date of issue of LOA irrespective of the date of signing of Contract Agreement subsequently.

17. Signing of Agreement

The tenderer(s) whose offer is accepted shall be required to present herself / himself / themselves or her / his / their duly authorised representative in the Office of the Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad to execute the contract document within 7 days of receipt of notice that the contract documents are ready.

18. Commencement of Work

The successful tenderer upon receipt of LOA shall commence the work by way of submitting a detailed timeline in terms of Clause 10 of Special Conditions of Contract for completion of work within the stipulated completed period.

19. Consignee

Consignee for the material supplied by the contractor shall be as follows.

- a) All the items along with accessories shall be supplied to the authorised representative of Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad at the store of the nominated consignee, SSE/Tele/Projects/Tele/SC.
- b) After supply of the material by contractor, same shall be issued to contractor against Indemnity Bond. Contractor shall provide proper storage space ensuring protection from theft, fire and flooding. Contractor shall obtain authorisation of Railway before transporting the material to site of work.
- c) Contractor shall submit monthly statements of material delivery / issues to site, indicating dates and quantity of equipment received and issued every month along with overall summary.
- d) Any change / addition required in consignee, shall be done after mutual consultation between contractor and Railway.

20. Contractor's Office and Stores Depot

- a) The contractor shall, within a month of the issue of Letter of Acceptance (LOA), establish an office and store depot at a convenient place for receiving and storing material and expedite field work in consultation and with the approval of the Engineer in-charge, where all correspondence should be sent.
- b) The contractor shall intimate such office address along with communication details of key personnel responsible for the project management.
- c) Any communication sent to the contractor by post / email address shall be deemed to have reached the contractor.

21. Change in Address

Any change in the address or communication details of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss / inconvenience suffered by the contractor on account of his / her / their failure to comply with this.

22. Security Deposit

- a) Security deposit shall be 5% of the contract value.
- b) The Bid Security submitted by the contractor with his tender shall be retained / encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the contractor.
- c) If contractor submits cash or Term Deposit Receipt issued from a Scheduled Commercial Bank of India or irrevocable Bank Guarantee Bond from a Scheduled Commercial Bank of India, either towards the full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the contractor.
- d) Balance of Security deposit may be deposited by the contractor before release of the First On Account bill in cash or Term Deposit Receipt issued by a Scheduled Commercial Bank of India or irrevocable Bank Guarantee Bond from a Scheduled Commercial Bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered.
- e) In case of defaulting contractor, the Railway may retain any amount due for payment to the contractor on the pending "On Account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
- f) The irrevocable Bank Guarantee submitted towards Security Deposit shall be initially valid up to the stipulated date of maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the GCC.
- g) Security Deposit deposited in cash by the contractor or recovered from the running bills of a contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded / returned to the contractor, in lieu of irrevocable Bank Guarantee Bond issued from Scheduled Commercial Bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than ₹. 50 Crore, such refund / return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than ₹. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

23. Refund of Security Deposit

Security Deposit shall be returned to the contractor along with or after the following.

- a) Final payment of the contract as per Clause 51(1) of GCC, and
- b) Execution of Final Supplementary Agreement or Certification by the Engineer that Railway has No Claim on the contractor, and
- c) Maintenance Certificate issued, on expiry of the maintenance period as per Clause 50(1) of GCC
- d) Before releasing of Security Deposit, contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."

24. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below.

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next day.

- b) In all other case, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated, Railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognised by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.
- c) The failed contractor shall be debarred from participating in re-tender for that work.
- d) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value.
 - i) A deposit of Cash;
 - ii) Irrevocable Bank Guarantee from a Scheduled Commercial Bank of India;
 - iii) Indian Government Securities including State Loan Bonds at 5% below the market value;
 - iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - v) Guarantee Bonds executed or Deposit Receipts tendered by any Scheduled Commercial Bank of India;
 - vi) Deposit in the Post Office Saving Bank;
 - vii) Deposit in the National Savings Certificates;
 - viii) Twelve years National Defence Certificates;
 - ix) Ten years Defence Deposits;
 - x) National Defence Bonds and
 - xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/CN/SC (free from any encumbrance) may be accepted.
- e) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
- f) The value of PG to be submitted by the contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- g) The PG shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- h) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- i) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:
 - i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The Contract being determined or rescinded under Clause 62 of GCC.

25. Programme of Work Execution

- a) Time is the essence of this contract and time schedule shall be strictly adhered to. The entire work as per the contract will have to be completed within 12 (twelve) months from the date of issue of Letter of Acceptance (LOA), on a progressive basis. The contractor shall be responsible for progress of work on progressive basis from the date of issue of LOA. Since the progress of the work is critically related to the supply of material by the contractor, he shall be responsible for

supply of duly inspected material on a progressive basis, so that the work can be completed within stipulated period.

- b) Contractor on his part shall employ adequate number of supervisors, technicians and supporting staff commensurate with working area available. He will also arrange required material and equipment to complete the job most expeditiously so as to ensure that the work is completed within the stipulated period and to the entire satisfaction of Engineer in-charge.
- c) The contractor is expected to have worked out a detailed programme for execution of the work well before issue of LOA by Railway and submit a Detailed Time and Activity Schedule within **15 days** of the issue of LOA and order of material for the execution of work aiming at completing the entire work within the stipulated completion time. This schedule shall thereafter be approved by the Engineer in-charge.
- d) Railway reserves the right to modify the schedule while approving the same as well as at any stage during execution if situation so warrants. Once approved, in the event of any slippage from the time schedule especially when resulting into time overrun of the work the contractor shall submit revised schedule duly justifying the circumstances without any delay. The revised schedule shall be approved by the Engineer in-charge only when considered justified in his opinion. Otherwise, it may attract penal action on the contractor as per the provisions of this contract.
- e) The contractor shall be held responsible for the execution of the work according to the Programme given for the execution of the work in full compliance of the approved documents, drawings and also various clauses of technical specification and requirement. Failure to comply with any of these will be dealt as per provisions of GCC.
- f) The contractor shall programme his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precautions or wastage of contractor's labour, time etc. due to train working.
- g) No facility whatsoever, e.g. provisions of approach road and provision of temporary level crossing etc. shall be provided by Railway for carting material. Approach roads within the Railway limits can be used for carting materials.

26. Inspection of Material

- a) The inspecting authority of the equipment / material to be supplied shall be RDSO / RITES / Consignee as mentioned in the Bill(s) of Quantities.
- b) All equipment, materials, fittings and components with RDSO approved sources shall be procured from RDSO approved firms as per approved IRS / RDSO / TEC specifications and should be inspected by RDSO. All equipment, materials, fittings and components with RDSO recommended sources shall be procured from RDSO approved / recommended firms as per approved IRS / RDSO / TEC specifications and should be inspected by RDSO. Further, items which do not have RDSO / TEC specification or for which RDSO has not approved any sources or where RDSO does not inspect certain materials as a matter of their policy the inspection shall be carried out by RITES / Authorised Railway representative as decided by CSTE/Projects/SC.
- c) All the safety items such as wire coils, connecting terminals, fuses, power supply equipment, indoor signalling cables etc. shall be inspected by RDSO.
- d) Mechanical items such as relay racks, Aluminium ladder etc. shall be got approved by the Railways and all the mechanical items are to be purchased from RDSO / RITES approved list firms only.
- e) **Guidance on RDSO Inspections:** Following critical items will continue to be inspected by RDSO as per instructions contained in Rly Board's Lr No: 74/RS (G)/379/2/Pt dated 04.03.1991 and 18.06.1991.
 - i) All types of signalling relays;
 - ii) Block instruments;
 - iii) Axle counter equipment;
 - iv) Signal machines;
 - v) Point machines;
 - vi) Colour light signal transformers

- vii) Electrical signal lamps;
- viii) Voltage stabilisers and other power supply equipment.
- ix) Electric signal reversers;
- x) Signal roundels and lenses;
- xi) Electric lever lock and circuit controller.
- xii) Circuit controller;
- xiii) Electric key transmitter;
- xiv) Fuses, Fuse Block & Terminal blocks (PBT Type);
- xv) Electric Point and lock detector.

Signalling items other than those mentioned above will be inspected by RDSO provided the order value is more than ₹. 5 lakhs mentioned vide Rly Board's Lr No: 2000/RS (G)/379/2 dated 06.09.2017. This stipulation supersedes any contradictory provision in Bill(s) of Quantities.

- f) In case the total value of an item to be supplied as per RDSO / IRS specification is less than ₹. 5 lakhs (₹. Five Lakhs only), the same shall be inspected by RITES / Consignee, subject to supplies being from sources approved by RDSO. However, certain specified items irrespective of value shall invariably be inspected by RDSO as per extant policy of Indian Railways.
- g) **Change of Inspection Clause:** In spite of above stipulations, if there is a need to change inspection to Consignee from RDSO / RITES, such change shall be authorised by **CSTE/Projects/SCR** in which case the equivalent monetary amount as applicable for original inspection clause shall be deducted by Railway as Inspection Charges.
- h) The contractor shall be required to furnish manufacturer's / supplier's warranty certificate for the material supplied.
- i) The contractor shall give sufficient notice of time to RDSO / RITES / Railway's representative when the material is ready for testing / inspection. All facilities as may be necessary shall be provided for carrying out the tests.
- j) During the execution of the contract, samples may be taken from the material employed for the purpose of test and / or analysis under the conditions laid down in specification; such samples to be prepared for testing and forwarded to the testing entity shall be without any additional costs to the Railway.
- k) **Inspection Charges:** For the Signalling / Telecom and other materials to be inspected by RDSO / RITES, the contractor shall pay to RDSO / RITES / Consignee inspection charges as per extant rules directly i.e. all the inspection charges shall be borne by the contractor. Cost of the tests / analysis required from outside agencies or independent consultants etc. shall be borne by the contractor. Any material to be used for this work shall not be procured from any sources banned for business dealing with Indian Railways under any circumstances.
- l) Material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO / nominated inspecting authority of Railways if it is received in damaged or defective condition.
- m) All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.

27. Stores – Receipt and Accountal

- a) Exchange of proper requisition and receipt shall be done on a suitable form between the contractor and the Railway's authorised representative.
- b) The contractor shall issue a receipt along with the demand slip for the material required for the work and obtain receipt when any material is returned to stores. These transactions shall be done with the Consignee.
- c) All stores drawn by the contractor shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the respective Consignee (stores).
- d) The contractor shall submit Material Transaction Statement along with the "On Account" bills.

28. Loading / Unloading and Transportation of Material

- a) The material shall be delivered by the contractor at the Depot of respective Consignees. Material to be supplied by Railways for execution of the work and the material delivered by the Contractor will be transported from the Consignee depot or any other nominated depot notified by Railway to site by the Contractor at his own cost. This includes loading and unloading of materials at consignee depot and at site by contractor.
- b) Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied with prior approval of Engineer in-charge after appropriate accounting by consignee. Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated SSE/Stores/Secunderabad by contractor at his own cost. The contractor will have to furnish an Indemnity Bond Proforma-H of Chapter 4 for the Security of the Railway material issued to him.
- c) Indemnity Bond will be released after commissioning of work and when all balance material is returned by contractor. The security of the material brought to the site of work will remain with the Contractor till commissioning.
- d) The cost of transit insurance required as per rules shall be borne by the contractor.

29. Security of Material

- a) Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises.
- b) The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts or damage of any sort.
- c) In the event of any loss, the contractor shall be responsible to that effect and shall execute an indemnity bond for the material, which has been supplied by the Railway and will remain in his custody
- d) The cost of stores lost / damaged shall be realised by the Railway out of any payments due to the contractor in this contract or from any other contract executed by Government of India.
- e) The material issued to the contractor if found defective / unserviceable after transporting at site, the same shall be transported and handed over to the Consignee Depot by the contractor without any extra cost.

30. Return of Surplus Stores

- a) The contractor shall return the stores at his own cost found to be surplus to Consignee.
- b) The contractor shall account for all material that is issued to him. A register shall be maintained at site which shall be signed by the contractor as a token of receipt of material.
- c) All the issued material shall either be used in the installation or returned to Consignee.

31. Return of Released Stores

Released material / equipment shall be returned and deposited to Consignee in systematic manner. Proper care of material shall be taken while releasing and transporting the stores.

32. Packing and Forwarding

- a) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail / road, air and / or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- b) All containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contractor price.
- c) Each packing delivered under the contract shall be marked by the contractor at his own expenses. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated and shall clearly indicate the description and quantity of stores, the name and address of the Contractor with a distinctive number of mark sufficient for the purpose of identification). All marking shall be carried out with such material as may be found satisfactory by the inspecting officer as regard

quickness of drying, fastness and indelibility. Material and equipment meant for each station shall be separately packed in separate boxes and marked with name of station, consignee and railway.

- d) The inspecting officer may reject the store if the stores are not packed and / or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the term of contract such rejection of the stores by the inspecting officer shall be binding on the contractor and he shall arrange for removal of such rejected store within 7 days.

33. Freight and Insurance

The freight and insurance cost for the material to site of work shall be borne by the contractor.

34. Consignee's Right of Rejection

- a) Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.
- b) The Railway shall have full right to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, and design or otherwise, not in accordance with the specifications and drawings specified by the Railway and the Railway's decision shall be final, even though they might have been inspected by RDSO / RITES. The contractor shall remove forthwith any such material rejected and replace them promptly at his own cost.
- c) **Consequences of Rejection (Rejected Stores):** When any stores delivery at the depots is rejected, the contractor shall remove this within 7 days, from the date of rejection. Such rejected stores shall lie at the consignee's risk from the date of rejection. If the contractor does not remove the stores within this period, the Railway or his nominee shall have the right to dispose of such stores, as thought fit, at the contractor's risk and account. The Railway shall also be entitled to recover from the contractor, handling and ground rent / demurrage and any other charges for the period during the rejected stores are not removed after the period aforementioned.

35. Execution of Works

a) Specifications, Drawings

- i) All the work shall be executed in strict conformity to the provisions of the contract document and according to detailed drawings, specifications and instructions as may be approved from time to time by Railway and OEM based on detailed design and engineering carried out by the contractor in line with requirements as per contract document.
- ii) The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the Railway. In case of any doubts regarding any particulars of construction and any ambiguities in the plans, the decision of the Railway's Engineer shall be final and binding on the contractor.
- iii) The contractor shall be solely responsible for ensuring that the requirement of safety is incorporated in all designs / drawings / works and the drawings furnished by him, although these may have been approved by the Railway.

- iv) Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof. The sources of the drawings and specifications referred to in this tender, can be obtained from Engineer in-charge.
- v) Installation shall comply with the requirements to the following Indian Railways manuals / books and respective Zonal Railway practices in vogue.
 - (1) Indian Railways Signal Engineering Manual
 - (2) Indian Railways Telecom Manual
 - (3) Indian Railways Engineering Code
 - (4) Indian Railways Permanent Way Manual
 - (5) Indian Railways Works Manual
 - (6) Indian Railways AC Traction ManualThese books are available on the website of Indian Railways and in the Office of CSTE/Projects/SCR.

b) Supervision and Labour

- i) Contractor shall keep sufficient and competent staff as per GCC Clause 26 at the work site. The work shall be carried out as per Railway's extant practice.
- ii) During the execution of the work, the contractor or his representative shall not leave the site where the works are being carried out. At the site of work, the contractor shall always make available one representative who shall be approved by the Railway Administration and who shall be invested with adequate powers by the contractor so that orders or instructions given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the contractor himself. Representative of the Railway will check up the work from time to time. Supervision and execution of work will be done by the contractor with their own labour, till completion and testing of the work.
- iii) The field supervisor shall receive instructions from the Engineer in-charge of the work or his representative at site and comply with the instructions. The contractor shall be responsible for the compliance of such instructions.
- iv) If the supervisor acting on behalf of the contractor disregards the instructions of the Railway's supervisor / representative and does not execute the work to the satisfaction of this Railway supervisor, the Railway's Engineer, in consultation with superior will have the authority to order stoppage of work and / or ask for the replacement of the supervisor, which shall be binding on the contractor.
- v) The contractor shall make his own arrangement for accommodation, for his staff during installation, testing and commissioning. Water for drinking purpose if available at the station location will be given. However, Railways take no guarantee for this facility.

c) Compliance of Labour Laws

- i) The contractor shall not employ any labour below the age of 18 years.
- ii) Contractor shall abide by the Rules and Regulations of the Contract Labour (Regulation & Abolition) Act 1970 with Contract Labour (Regulation & Abolition) Central Rules 1975 as amended from time to time. Contractor should obtain a proper a valid license for the concerned work from the concerned Assistant Labour Commissioner or Licensing Officer of the area and the photo copy of the labour license may be submitted to Railway for records. Failure to do so will attract legal action against the contractor.
- iii) All the provisions of relevant labour laws shall be strictly observed by the contractor. Non-observance of any such provisions or denial of rights and benefits to which they are normally entitled shall be viewed seriously and action shall be taken against defaulting contractor. Contractor shall not undertake or execute any work through contract labour except in accordance with the license issued under the said Act in that behalf by authorised licensing officer.

- iv) Contractor is to abide by the provisions of Payment of Wages Act and Minimum Wages Act in terms of Clauses 54 and 55 of GCC. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation of the portal shall be done as under.
- (1) Contractor shall apply for onetime registration of his company / firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (2) Contractor, once approved by any Engineer, can create password with login ID (PAN Number) for subsequent use of portal for all LOAs issued in his favour.
 - (3) The contractor once registered on the portal, shall provide details of his LOAs / Contract Agreements on Shramik Kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update, if required, and approve the details of LOA filled by contractor within 7 days of receipt of such request.
 - (4) After approval of LOA by Engineer, contractor shall fill the salient details of contract labour engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.
 - (5) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.
- d) **Safety of Work, Trains and Personnel**
- i) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement.
 - ii) The contractor shall conform to all the Railway Rules relating to safety of personnel and operation of signals and points.
 - iii) In AC electrified areas special precautions as laid down in AC Traction Manual shall be followed.
 - iv) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The contractor shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.
 - v) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should, whenever necessary, notify qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may be caused due to the carelessness of his workmen and will bear the consequences in this regard.
 - vi) The work must be carried out most carefully in such a way that they do not hinder the Railway operations except as agreed to by the Railway. The contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under the supervision of Railway's representative. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorised Railway representative Junior Engineer / Senior Section Engineer (JE / SSE). Whenever trackside works are undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided, if necessary, with the consent of the (SSE / JE) Signal / Telecom in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so close to the track as to threaten the safety of running trains. That, whenever it becomes

inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines, the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines.

- vii) The contractor will be responsible for the safety of hired trucks, men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers travelling on the line on account of his truck / vehicles having been allowed to ply on the bank.
- viii) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.
- ix) Suitable ladders for climbing the post and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precaution for working near the power lines.
- x) If Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. Stone-breakers, if employed shall be provided with protective goggles, protective clothing and seated at sufficiently safe intervals.
- xi) Necessary personal safety equipment as considered adequate by the Engineer in-charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.
- xii) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- xiii) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.
- xiv) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour transport or any loss or deterioration of the material or tools.
- xv) During testing and commissioning, signal aspects shall be displayed or changed and slot given to adjoining cabin / ground frame only as authorised by Railway. During testing and commissioning, point setting shall be changed only as authorised by the Railway. The contractor shall do no work that may interfere with traffic until protections has been provided by the Railway and under the supervision of Railway's representative. While testing and commissioning of the system, the contractor shall not work without authorisation from the Railway's Engineer in-charge of the work.
- xvi) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.

e) Working in Automatic Signalling Section

The tenderer's attention is drawn to fact that while working in automatic signalling sections where traffic density is very heavy and the trains move at a high speed, the contractor should exhibit extreme alertness where space between the work area and the track is very less. For the work to be done near track viz. digging, cable laying, trunking / capping etc. contractor will be fully responsible to safeguard the life of his workmen working in this area and also not to cause any disruption to train traffic or any unsafe condition for the train movement. Necessary equipment as

may will be put into service by the contractor viz. flags, whistles, petromax lights, means of communication etc.

f) Emergency Works

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

g) Night Works

Notwithstanding the provision in the GCC, if the Engineer is satisfied that the work is not likely to be completed in time, except by resorting to night work, he may order the contractor(s) to carry out the works even at night without conferring any right on the contractor for claiming any extra payment for the same. The contractor at his own cost shall make all adequate lighting arrangements and shall take precautions to avoid any mishap during night.

h) Mains Power Supply

- i) Testing of installation / equipment shall be done under supervision of Railway officials or by Railway officials themselves, from the electric supply to be provided by the Railways. However, for any installation activity, like drilling, soldering etc., contractor, if so desires, to use tools / machines for prolonged duration, electric power supply (230V), if available, can be arranged by the Railways on usual payment, as per extant procedure.
- ii) Non-availability of mains power will not be a reason for the slow progress of work. If electric supply is not available, the contractor shall make his own arrangements for Generator Set or any other means acceptable to Railways.

i) Obligation to Carry Out Engineer's Instructions

The contractor shall also satisfy the Engineer that adequate provision has been made

- i) To carry out his instructions fully and with promptitude
- ii) To ensure that parts required to be inspected before use are not used before inspections; and
- iii) To prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

36. Inspection of Works

- a) The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, workmanship of design in comparison to what is called for in the specification.
- b) In the event of rejection of any work already executed and not in accordance with specification as in this tender and / or as determined by the Engineer or which the Contractor has been apprised, the Contractor shall carry out alterations / replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.
- c) The responsibility of providing facilities for inspection lies with the contractor. He shall be responsible for providing required facilities i.e., tools, equipment for inspection at the place of work, for which no additional payments shall be made. For the purpose of inspection, the contractor shall make a written request for inspection of sites to be done next day.
- d) The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over

finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a reasonable period from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by nominated representative of Railways.

- e) The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.
- f) During the execution of the contract, samples may be taken for the purpose of test and / or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway.
- g) ***Before the cables are actually laid***, Railway's representative and the Engineer's representative ***shall jointly inspect the quality and depth of trenches, chases, quality of bricks and arrangements for tamped filling***. The measurement of length for all these items, which is found to be suitable, will be recorded by the Engineer's representative who will permit the laying of cables.
- h) **Site Order Book**
 - i) An Inspection Register / Site Order book shall be maintained at the site of work by the contractor, wherein the Engineer in-charge of the work or his executive subordinate shall record instructions regarding the working etc. It is expected that the Contractor or his representative at the site shall note such instructions whenever asked upon to do so and take action accordingly. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.
 - ii) This register shall have entry on day-to-day basis regarding the progress of work. Record should also be kept with joint signature of Railway's and firm's representative for all the released material too. This should be produced during the inspection and check of Railway Engineer in-charge or his authorised representative along with drawing showing new installation locations.
- i) **Quality Audit of Installation:** The contractor shall arrange for a quality audit of installation by OEM / OEM's authorised representative who will certify that the installation has been done as per OEM's specification and standard practices.

37. Progress Reporting

- a) The contractor shall submit to Railways at his own cost periodic progress reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after award of the Contract. Such reports shall be for weekly work progress (manpower, equipment and work development) and monthly progress review reports. All actions as directed by Railway's representative to such reports shall be promptly attended to by contractor.
- b) The purchaser's engineer shall also conduct monthly meetings with the contractor to assess and review the programme of works. The action proposed to progress the work as planned, difficulties, assistance required etc. shall be clearly brought out and remedial action taken. The minutes of these meetings shall be jointly signed by Railway and contractor.

38. Clearance of Site

- a) Contractor at his own expenses clean the site, set out all works and provide all necessary labour, pits, string, steel to enable the Railways or any of his representatives to check all setting out and the contractor will correct all errors at his own expenses.
- b) At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstruction of all kinds according to the instructions of the Railway's representatives. Besides, he shall take execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways, in the vicinity. If within fortnight of completion of the particular item of site work, the refuse is not cleared, the Railway, will arrange to get them removed at the cost of the contractor. However, before the Railway actually gets the site cleared, intimation in writing shall be given to the Contractor.

39. Completion of Works

- a) As soon as in the opinion of the Engineer, the work has been completed (i.e., which will be considered as date of commissioning of complete system), the Engineer shall issue a completion certificate duly indicating the date of completion in respect of the work and the warranty period of the work shall commence from the date of completion mentioned in such certificate.
- b) Completion certificate shall be issued after the contractor has informed the details of the qualified service engineers deployed at various locations for the maintenance of works.
- c) The certificate of completion in respect of the works shall not absolve the contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the contractor at his own cost; and in case of default on the part of contractor, the Engineer may employ labour and materials or appoint another contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any moneys due to him under the contract.

40. Maintenance of Works

- a) The period of maintenance for this contract is **24 months** after the date of commissioning of complete system.
- b) The contractor shall at all times during the progress and continuance of the works and also for the period of maintenance and after the date of passing of the certificate of completion by the Railway's representative be responsible for and effectively maintain and uphold in good, substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times, as often as the Railway's representative shall require, any damage or defect that may occur during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or instruction or civil riot, and the contractor shall be liable for and shall pay and make good to the Railway's or other person legally entitled thereto whenever required by the Railway's representative so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the contractor or his failure in any respect.
- c) Normal day to day operations and preliminary diagnosis to the extent possible shall be handled by the Railway based on the guidelines and training provided by the OEM / contractor.
- d) During the maintenance period, the contractor shall remain responsible for fault rectification, regular preventive and corrective maintenance in accordance to the maintenance schedules defined in the maintenance manuals approved by OEM or RDSO or Railways. The maintenance engineer of the OEM shall visit all the sites ensuring regular maintenance. No separate charges shall be paid for the engineers' visits.
- e) The contractor shall deploy qualified service engineers available round the clock for the purpose of maintenance.
- f) The contractor shall submit monthly report of system availability, failure details and failure root cause analysis without fail to Railway.
- g) Following are the details of penalties for default in maintenance of works.
 - i) Failure to deploy qualified service engineers – ₹. 1,000/- per day of default.
 - ii) Time taken for failure restoration (Non NMS site) more than 5 hours – ₹. 1,000/- per hour (more than 5 hours) per failure
 - iii) Time taken for failure restoration (NMS site) more than 2 hours – ₹. 10,000/- per hour (more than 2 hours) per failure

- iv) Failure to make scheduled visit for preventive maintenance – ₹. 10,000/- per default of visit per site

41. Variation in Contract Quantities

In addition to Clause 41 and 42 of GCC, the following clause shall also be applicable. The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts.

- a) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- b) The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- c) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be executed at following rates.
 - i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in the tender.
 - ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in the tender.
 - iii) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in the tender.
- d) Variation to Quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
 - i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender.
 - ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- e) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non SSOR items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- f) In cases where decrease is involved during execution of contract:
 - i) The contract signing authority can decrease the quantities of items up to 25% of individual item.
 - ii) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining “No Claim Certificate” from the contractor and with finance concurrence.

42. Price Variation Clause

Price variation clause is not applicable in this contract across all the schedules.

43. Right of Railways to Keep Back from the Contract Any Portion of Work

The successful tenderer will however, have no claim or right in the execution of work which in the opinion of the Engineer should be carried out departmentally or otherwise and the Railway reserves the right to keep back from the contract and carry out the work or any portion of work through any other

agency, it may think without assigning any reason, any time after the acceptance of the tender. No claim for compensation / loss or whatsoever on this account will be entertained by the Railway.

44. Approval and Measurement of Work

- a) The contractor shall obtain written approval of the Railway supervisor after completion of the various sub-items of each work mentioned in the Bill(s) of Quantities.
- b) The contractor should ensure that correct measurements have been made for such work which are not possible to measure subsequently and shall remain hidden. For example, measurement of cable trench before laying of cables and back filling.
- c) The contractor shall sign the measurement book as a token of acceptance of the measurement entered by the supervisor in-charge of the work.
- d) **Meaning and interpretation by railway to be final.** All the measurements, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Railways or by the Railway's Engineer shall be final and binding and shall be considered "excepted matter" (matters not arbitrable) in terms of conditions laid down in GCC.

45. Extension of Completion Period

Extension to the contract shall be granted by Railways as per Clauses 17A and 17B of GCC.

46. Loss Sustained Due to Default and Delay

In the event of any loss to the Railways on account of execution and / or delay in the completion of the work or any part thereof by agencies engaged by the contractor, the contractor shall be liable to reimburse the loss to purchaser without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the purchaser from out of all or any of the following sources viz.

- a) Any amount due and payable to the contractor by the purchaser on any account whatsoever;
- b) The contractor's Security Deposit in hands of the purchaser as far as available, and any other assets whatsoever of the contractor;

In the event of reimbursement from out of the above sources, the Railway shall have right of appropriation *suo motu*.

47. Contractor's Liabilities for Cost and Damages

Withholding and lien in respect of sums claimed will be applicable as per Clauses 52 and 52A of GCC.

48. System of Quoting Rates

- a) The rate shall be quoted according to the following guidelines.

Schedule	Description	Method of Quoting Rates in Financial Bid (Online)
Schedule A1	Telecom Works – Non-SOR Supply	As a single percentage above / below / at par with total railway rates for each schedule
Schedule A2	Telecom Works – Non-SOR Labour	

- b) The prices quoted by the contractor shall include the prices of materials including all incidental charges for transport, loading / unloading and handling of materials, cost for arranging dispatch by rail / road direct from manufacturer's premises and completing all necessary formalities in all respect. The prices shall include all taxes, duties, royalty, land levies applicable to this contract. Therefore, they should quote their prices taking into account the rate of GST as applicable for this contract as per extant government orders.

- c) It is clarified that required form applicable for this purpose will be supplied to the contractor, as applicable in the state where the contract is being executed. The prices shall also include provision for losses and wastage in transit and installation and commissioning. The prices quoted by the contractor shall include cost of commissioning and testing and all costs of administration of contract, insurance, premium banker's charges for guarantees, cost of storage, loading / unloading and handling of materials and for any road transport which the contractor may use or carriage of materials to his depot and the site of work.
- d) The prices shall include the cost of works and adjustments necessary to be done by the contractor during or after test carried out by the purchaser. The price to be quoted by the contractor should take into account the credit availed on inputs under the Modified Value added Tax. The contractor should give a declaration that any let offs in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him.
- e) While the price quoted in the contract are inclusive of all taxes i.e. GST, the Unit prices offered against the various items in schedules in Financial Bid will include, beside labour, the following elements of cost.
 - i) Cost of all materials required for preparing the cable routes, laying the cables and all other incidentals connected therewith excluding the materials supplied by the Railways.
 - ii) Special tools and installation materials for IP-MPLS equipment, racks, patch cords, wiring, PVC conduits, pipes etc. and all other items which are not covered specifically in Bill(s) of Quantities.
 - iii) Cost of transportation of material, supplied by the Railway from place of delivery to the site of work.
 - iv) Cost of all kinds of testing involved during the course of commissioning of project. This includes configuring, shifting circuits, testing etc.
 - v) Return of released materials, left over cables and other materials from the site of work and handing over to the Engineer at specified locations or stores depot.
 - vi) Cost of preparation of detailed documentation, completion plans / drawings as per SCC.
 - vii) All other miscellaneous expenses necessary for the execution of work and fulfilment of contractual obligation.
 - viii) Conditions for reimbursements of levy / tax / cess if levied after receipt of tenders.
- f) All tendered rates shall be inclusive of all taxes, levies and cesses payable under respective statutes. The taxes, duties, cess etc. will be dealt as per Clause 37 of GCC. However, pursuant to the Constitution (46th Amendment) Act, 1982 if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor their upon necessarily and properly pays such taxes / levies / cesses, the contractor shall be reimbursed the amount so paid, provided such payment, (if any), is not, in the opinion of the engineer in charge attributable to delay in execution of work within the control of the contractor. The decision of engineer in charge shall be final and binding on the contractor. However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax / cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion / date of completion extended and the contractor thereupon properly pays such taxes / cess, the contractor shall be reimbursed the amount so paid. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax / cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from contractor's bills / Security Deposit or any other dues of contractor with the Government of India.
- g) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Railways and / or the engineer in charge and further shall furnish such other information / document as the engineer in charge may require from time to time.
- h) The contractor shall, within a period of 30 days of the imposition of any such for the tax or levy or cess, pursuant to the Constitution (46th Amendment) Act, 1982, give a written notice thereof to the

engineer in charge that the same is given pursuant to this condition, together with all necessary information relating thereto”.

- i) In addition to above, GST is being implemented with effect from 01.07.2017. It is hereby advised that all the Goods and Services supplied / provided to South Central Railway will be as per the Goods and Services Tax laws as amended from time to time. Contractors shall also ensure and certify that the benefit of input tax credit is being passed on respectively to all suppliers / services.

49. Terms of Payment

- a) All bills shall be subject to any deduction or recovery which the Railway may be entitled to make under the contract.
- b) The contractor shall be entitled to be paid from time to time by way of “On Account” payments as per Clause 46 of GCC. While processing payment of any “On Account” bill, the contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik Kalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____ Month, _____ Year.”
- c) **Summary of Payment Schedule**

S.No.	Activity	Payment Schedule
Items in Schedule A1		
1	Supply of equipment	50%
2	Installation of IP-MPLS routers at site	10%
3	Completion of installation and testing of IP-MPLS routers without migration of existing TDM / IP services	10%
4	Completion of NMS installation and testing at Secunderabad Division and Zonal Headquarters	10%
5	Completion of migration of existing TDM / IP services to IP-MPLS network	15%
6	Completion of the whole project with as made documentation (Final Bill Only)	5%
Items in Schedule A2 (Supply and Installation Items)		
1	Supply of equipment	50%
2	Installation of IP-MPLS routers at site	10%
3	Completion of installation and testing of IP-MPLS routers without migration of existing TDM / IP services	10%
4	Completion of NMS installation and testing at Secunderabad Division and Zonal Headquarters	10%
5	Completion of migration of existing TDM / IP services to IP-MPLS network	15%
6	Completion of the whole project with as made documentation (Final Bill Only)	5%
Items in Schedule A2 (Installation Items)		
1	Installation of IP-MPLS routers at site	60%
2	Completion of installation and testing of IP-MPLS routers without migration of existing TDM / IP services	10%
3	Completion of NMS installation and testing at Secunderabad Division and Zonal Headquarters	10%
4	Completion of migration of existing TDM / IP services to IP-MPLS network	15%
5	Completion of the whole project with as made documentation (Final Bill Only)	5%

d) Conditions to be Fulfilled for Payment of Supply Items

Payment for supply items shall be done on the production of the following documents.

- i) Store Receipt Certificate issued by the Consignee
- ii) Original Inspection Certificate issued by the Inspecting Authority viz. RDSO / RITES / Railway Representative and Material Inspection Certificate at Consignee store or Inspection Waiver Certificate issued by competent authority
- iii) Manufacturer's / supplier's warranty certificate for the material supplied
- iv) Delivery Challan in duplicate
- v) Indemnity bond indemnifying the Railway Administration, until the completion of work, against all damages, costs, charges, expenses, loss and liability, which the Railways may sustain, incur or be put to, by reasons or in subsequence directly or indirectly due to the contractor not fulfilling the portion of the contract involving the installation, testing and commissioning of the items supplied by the contractor.

50. Final Payment

- a) Final payment of 5% of the contract value shall be made as per Clause 51(1) of GCC.
- b) For releasing final bill, the contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month, _____ Year."
- c) For all the works in the section covered in this contract and reconciliation of material issued, the final bill for the balance payment for each item of work shall be submitted by the contractor along with a clear "No Claim Certificate".

51. Post Payment Audit

It is an agreed term of contract that the Railway reserves to itself the right to carry out a post payment audit and / or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to him till the release of Security Deposit or settlement of claims, whichever is later, if as a result of such examination any over payment to the contractor is discovered to have been made in respect of any works done or alleged to have been done by the contractor under the contract.

52. Mode of Payment to Contractor

- a) All payments to contractors / suppliers shall be made through National Electronic Fund Transfer (NEFT) system. It is mandatory to enclose duly filled Mandate Form given in Proforma-G of Chapter 4 along with the offer. Indian Financial System Code (IFSC) of the concerned bank shall be given in the Mandate Form or through Letter of Credit (LC) arrangements.
- b) In case the tenderer seeks payment through Letter of Credit, the option can be exercised at the time of bidding only. Special condition for Letter of Credit in works tender vide Railway Board Letter No. 2018/CE-I/CT/9 dated 04.06.2018 are given below.
 - i) For all the tenders having advertised cost of ₹. 10 lakhs or above, the contractor shall have the option to take payment from Railways through a Letter of Credit (LC) arrangement.
 - ii) This option of taking payment through LC arrangement has to be exercised in e-tendering portal by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
 - iii) The option so exercised, shall be an integral part of the bidder's offer.
 - iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
 - v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC
 - (1) The LC shall be a sight LC

- (2) The contractor shall select his advising / negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- (3) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance / reimbursing branch for LC issued under this arrangement. The bank shall remain same for this tender till completion of contract. The incidental cost at the rate of 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (4) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
- (5) The LC terms and conditions shall *inter alia* indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable / borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (6) The LC terms and conditions shall *inter alia* provide that Railways will issue a Document of Authorisation after passing the bill for completed work, to enable contractor to claim the authorised amount from their bank.
- (7) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (8) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (9) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (local SBI branch).
- (10) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.
- (11) The payment against LC shall be subject to verification from Railway's Bank (local SBI branch).
- (12) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (local SBI branch).
- (13) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (14) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (15) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (16) The release of Performance Guarantee or Security Deposit shall be dealt directly by Railway with the contractor i.e., not through LC.

53. Deduction from On Account Bills

All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are contractor's obligations will be deducted by Railways from progressive payment Bills / Invoice of contractor, as and when it is understood that such expenses have been incurred or paid for. All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the contractor to identify such claims.

54. Deduction of Taxes

- a) Railways will deduct applicable taxes such as GST as per extant rules and any other cess to be levied by Government of India. Wherever the law makes it statutory for the purchaser to deduct any amount towards tax on works contract, the same will be deducted and remitted to the concerned authority. The contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Railways will not accept any liability for the same. In terms of provisions of finance act and income tax act enforce deduction of income tax, surcharge and cess at source shall be made from the contractor and the amount so deducted may be credited to the central government. All other statutory deductions, such as GST etc., at the rates as applicable at the time of payment, shall be made both from "On Account" bills as well as final bills as per rules in force.
- b) As GST has been implemented with effect from 01.07.2017, it is hereby advised that all the Goods and Services supplied / provided to South Central Railway will be as per the Goods and Services Tax laws as amended from time to time. Contractors shall ensure and certify that the benefit of input tax credit is being passed on respectively to all suppliers / services.
- c) Before submitting a tender, the contractor will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates entered in the tender forms are adequate and all inclusive to accord with the provisions in Clause 37 of GCC for the completion of works to the entire satisfaction of the engineer.
- d) Contractors shall examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST) / Integrated Goods and Services Tax Act, 2017 (IGST) / Union Territory Goods and Services Tax Act, 2017 (UTGST) / respective state's state Goods and Services Tax Act (SGST) also as notified by Central / State Government and as amended from time to time and applicable taxes before bidding. Contractors shall ensure that full benefit of input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- e) The successful contractor who is liable to be registered under CGST / IGST / UTGST / SGST Act shall submit GSTIN along with other details required under CGST / IGST / UTGST / SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- f) In case the successful contractor is not liable to be registered under CGST / IGST / UTGST / SGST Act, the railway shall deduct the applicable GST from his / their bills under Reverse Charger Mechanism (RCM) and deposit the same to the concerned authority.

55. Insurance

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the Railways at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognised risks to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires in his name.

56. Insurance of Materials and Installations

- a) The contractor shall take out and keep in force a policy or policies of insurance for all materials including Railway supply materials, equipment irrespective of whether used up in the portion of

work already done or kept for the use in the balance portion of the work until such works are provisionally handed over to the Railways. For this purpose, the works are deemed to have been provisionally handed over when Work Completion Certificate is issued.

- b) The contractor shall not be liable for losses / damages to the material either used up in the portion of work done or his material kept for use at site, in consequence of mutiny, or other similar causes over which the contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the purchaser and if required by the Railways, be made good by the contractor, at the cost of the purchaser.
- c) The contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.
- d) It may be noted that the beneficiary of the insurance policy should be Railways or the policies should be pledged in favour of Railway. The contractor shall keep the policy / policies current till the installations are provisionally handed over to the Railways.
- e) It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of the policy will be done by the Railways for which the cost of the premium plus 20% of premium shall be recovered from the contractor. For purpose of enabling the contractor to take the insurance cover in connection with this contract, the Railways' engineer will advise the approximate price of all the Railway's supply materials to the contractor.

57. Rates During Negotiation

The tenderer shall not increase his quoted rates in case the Railway Administration negotiates for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.

58. Vitiation

In the event of vitiation occurring due to increase or decrease in quantities, among the first, second and third lowest valid tenderers etc., the vitiation shall be to the contractors account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out as per para 1.0 of Railway Board Letter No. 2017/Trans/01/Policy dated 08.02.2018.

59. Labour Camps

Applicable as per Clause 59(1) of GCC.

60. Payment of Wages

Contractor shall abide by the provisions of Payment of Wages Act and Minimum Wages Act in terms of Clause 54 and 55 of GCC. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration / updation of portal shall be done as under.

- a) Contractor shall apply for one time registration of his company / firm etc. in the Shramik Kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer, can create password with Login ID (PAN Number) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal shall provide details of his Letters of Acceptance (LOA) / Contract Agreements on Shramik Kalyan portal within 15 days of issue of any LOA / or approval of concerned engineer. Engineer shall update, if required, and approve the details of LOA filled by contractor within 7 days of receipt of such request.

- d) After approval of LOA by Engineer, contractor shall full the salient details of contract labour engaged in the contract and ensure updating of each wage payment to them on Shramik Kalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payment made thereof after each wage period. While processing payment of any “On Account” bill or “Final” bill or release of “Advance” or Performance Guarantee / Security Deposit, the contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik Kalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____ Month, _____ Year.”

61. Settlement of Disputes

- a) **Matters finally determined by the Railways:** (Refer Clause 63 of GCC) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor’s representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(i)(a), 45(ii), 55, 55A(5), 57, 57A, 61(1), 61(2) and 62(1) (i) to (xiii) of GCC or in any clause of the Special Conditions of Contract shall be deemed as ‘excepted matters’ (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that ‘excepted matters’ shall stand specifically excluded from the purview of the arbitration clause.
- b) **Demand for arbitration:** Refer Clause 64 of GCC for details.

62. Force Majeure (Refer Clause 17 of GCC)

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- b) Except where otherwise provided for in the contract, all question and disputes arising between the parties pertaining or relating to the contract directly or indirectly connected with this agreement shall be referred for arbitration as per Clause 64 of GCC.
- c) Any matter arising during the period of this agreement, which has not been specifically covered by this agreement, shall be decided as per terms and condition of the main contract agreement.

63. Jurisdiction of Courts

The court of the place from where the Letter of Acceptance has been issued shall have the jurisdiction in respect of this court. For this tender the jurisdiction of court will be Hyderabad, India.

*** **End of Chapter 2** ***

CHAPTER 3

GENERAL SIGNALLING AND TELECOMMUNICATION SPECIFICATIONS

1. General

- 1.1 The detailed specification for the work which are to be carried out by the contractor are as stipulated here under. Notwithstanding whatever contained in the specifications, the field supervisor / executive engineer for the work shall decide as per site conditions and shall be binding on the contractor. In case of any dispute regarding soil condition / type of trenching and other conditions the decision of the Engineer for the work shall be final and binding.
- 1.2 The work shall be carried out according to the drawings approved by the Railways and shall conform to the provision of Codes, Indian Railway Signal Engineering Manual, RE Manual, Block Manual and Schedule of Dimensions are deemed to be a part of the Contract Agreement. The contractor shall be solely responsible for the proper execution of the work as per specification.
- 1.3 The respective drawings can be obtained from the Office of Dy.CSTE/Projects/Tele/SC, South Central Railway, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad.

2. Cable Laying

2.1 Cable Plan

Cable plan with distribution chart for each cable shall be prepared jointly by contractor and Railway for each station and block section leaving adequate spare conductors overall as laid down in IRS S36/87 i.e., 20% of working conductors on overall shall be left spare up to outer most points and 10% beyond outer most points.

2.2 Cable Trenching

- 2.2.1 Excavation of cable trench shall be made in all kinds of soils including clearing roots of trees, rocks etc., to a depth of 1.2 m and to a width of not less than 0.30 m providing proper protection as required by Railways while crossing power cables, pipe lines etc., the bottom of the trench shall be levelled and got rid of any sharp materials. Trenches shall be straight as far as possible and steep angles shall be avoided. Railways will indicate alignment of the main cable route as well as track / road crossings.
- 2.2.2 Through signalling / power cables shall be laid as close to the track as possible. The cable path and track separation distance both within station limits and in the block section generally will be about 6 m. They shall be laid as close to the Railway land boundary as possible.
- 2.2.3 Whenever the cable route is very near or over the embankment due to non-availability of space, the route marking shall be given in consultation with Railway Civil Engineering Officials. In these stretches the contractor shall complete the work in minimum possible time.
- 2.2.4 The progress of trenching, availability of cable, bricks, pipes etc., shall be closely coordinated to ensure that the trenches remain open for minimum possible time.
- 2.2.5 Whenever the track crossing is to be done, the same shall be done in least possible time in the presence of Railway Civil Engineering Representative.
- 2.2.6 It is desirable that the excavation of trenches is not done in long lengths and does not remain uncovered overnight. It is preferable that trenches are dug, cable laid and refilling done on the same day.
- 2.2.7 The cable trench depth shall be full except where local conditions of soil prevent same. The decision of Engineer in this regard is final. However, in all cases where depth is less than 800 mm; protective measures are to be undertaken. Wherever rock formation / foundations, pipes or cables are experienced and trenching cannot be done to a depth of even 800 mm, the trench shall be dug as far as possible and protective measures taken to avoid damages of cable as decided by the Railway's representative. The relevant item of Bill(s) of Quantities shall be operated.
- 2.2.8 In all such cases of lower depth, the Railway supervisor shall record the reasons for such low depth in the site register. Payment of trenching shall be made proportionate to the depth of trench and no payment shall be made for any extra excavation carried out of additional depth or width of the trench out in the slopes etc.

- 2.2.9 Proportionate payment shall be allowed where the required depth cannot be achieved due to geographical contours.
- 2.2.10 Whenever a depth of less than 800 mm is necessitated due to site conditions, concreting shall be done over the cable for a depth of 200 mm for protection. This shall be 100 mm in case of involvement of rock cutting. The work shall be done as per standard drawings.
- a) SK/13/10 – Signal cable trench
 - b) SK/CN/New-1 – Direct on ground rock
 - c) SK/CN/New-2 – Rock faced at about 300 mm depth
 - d) SK/SC/CN/New-3 – Rock faced at about 300-550 mm
 - e) SK/SC/CN/New-4 – Rock faced at about 550-800 mm
 - f) SK/14/10 – Power cable brick separation
- 2.2.11 However, the minimum depth shall not be less than 300 mm for laying RCC / GI pipes in hard morrum / rocky soil. Whenever rocky soil is experienced, concreting has to be done for a depth of 150 mm after laying the cable to protect them.
- 2.2.12 During excavation of the trenches, the earth should not be thrown on the ballast. The side of the trenches, away from the track should throw the earth. Complete excavated earth shall be back filled in the trench after laying the cable and rammed well.
- 2.2.13 Spreading of river sand in the excavated cable trench to a depth of 75 mm and after laying of underground signalling cables / power cable as per the cable plan covering the cable, with river sand to a depth of 150 mm. Finely sieved local soil without pebbles / stones may be used in place of sand.
- 2.3 Cable Laying**
- 2.3.1 Provisions of Chapter 15 of IRSEM shall be broadly followed.
- 2.3.2 Before the cables are laid, a visual inspection of cable shall be made and it shall be tested for insulation and continuity of cores. The insulation resistance of new cable shall not be below 500 MΩ per km at 20° C.
- 2.3.3 If there is wide disparity between insulation of different conductors, the conditions of the cable should be thoroughly checked before permitting its use. Bedding and armouring shall be inspected to see that there has been no damage during transit or in storage.
- 2.3.4 Cable wheels shall be used normally to mount the drums before rolling them. In case where the cable wheels not available or the area is not convenient for rolling the wheel drums along the route, the drum shall be mounted on the axle at one end of trench and cable unwound using adequate number of men ensuring that the insulation of the cable is not damaged and no kink / twist is formed.
- 2.3.5 Before laying of cable in the trench, a visual inspection shall be necessary for any damage or defect throughout its length. A recording with clear depth of trench and its location to affixed structure shall be made before laying of the cable.
- 2.3.6 Normally, cable laying should be commenced only after the relay room and cable termination box on the route at the respective stations are ready, and the cable should be fully terminated at the relay room / apparatus cases, immediately after the cables are laid. However, if for any reasons the cables are to be laid in advance, special care should be taken to ensure that the coiled cable near the relay room / apparatus case is fully protected before and during final termination. The coiled cable should be fully covered with a layer of bricks in its entire length and provided with adequate number of cable markers. On no occasion the ends of the cable should be left unprotected.
- 2.3.7 Cable laying shall commence only after the depth and width of the trench, quality of bricks / DWC pipes etc. are jointly inspected by the Railway Engineer's representative and contractor's representative and approved.
- 2.3.8 Cables shall never be taken over the running tracks at the time of cable laying by the contractor as this is likely to cause accident to trains and damage to cables. In case where the cable is required to be transported across the tracks, the same shall be done in the presence of Railway supervisory staff after safety precautions have been taken to post flagmen on all the sides as may be required to stop any train approaching the site of the fouled line.

- 2.3.9 At each end of the main cable / tail cable / power cables an extra coil length of 6 m to 8 m should be kept.
- 2.3.10 At the time of commissioning of the cables, the insulation values of the cable should again be checked and the value obtained shall not be below 10 MΩ per km at 50° C. If there is wide disparity between insulation of different conductors, the conditions of the cable should be thoroughly checked before permitting its use. The readings shall be recorded in the register for all cables.
- 2.3.11 The contractor shall furnish the final as made cable plan and cable route plan showing the distance of cables from the nearest track centre at every 30 m interval and location of apparatus cases.
- 2.3.12 The supply of tentative Cable Route Plan shall be a prerequisite for releasing payment towards trenching. The Engineer may split the total trench (yard / work area) into suitable number of sub locations for release of quantities pertaining to that area.
- 2.3.13 After the signalling cable / power cables are covered with river sand as above, one layer of country bricks of size 220 mm x 100 mm x 60 mm approximately, shall be placed closely in breadth wise.
- 2.3.14 Whenever power cables are to be laid along with other cables bricks are to be laid lengthwise approximately five bricks per meter for separating power cables from other signalling cables.
- 2.3.15 Refilling of the cable trenches with the earth and placing and concreting of cable markers at an interval of 50 m throughout the cable route and also on either side of track crossings along the cable route shall be done. The cable marker shall be concreted to a depth of 0.3 m from the top of the cable marker in case of CI marker and 0.90 m in case of concrete marker. The grouting of CI / concrete marker shall be for 30 cm to avoid theft and shall be provided with cement coping as drawing SK/12/10 of RVNL/SC.
- 2.3.16 **Track / Road Crossings:** Whenever signalling / power cable has to cross the track / road, it shall be ensured that the crossing is done as per drawing mentioned in the Bill(s) of Quantities.
- a) The cable crosses the track / road at right angles.
 - b) The cable normally does not cross in between or inside points and crossings.
 - c) The track / road crossings to be carried out as per the drawings.
 - d) The work includes removal of ballast, cutting of trench across track / road at the places indicated by the Railways and covering the trenches after placing RCC pipe(s) in position.
 - e) RCC pipe(s) shall be provided for track / road crossings. For each track crossing, two numbers of RCC pipes each 2 m long with collar shall be provided. For each road crossing, required number of RCC pipes each 2 m long with collar shall be provided depending upon the width of the road. Payment for GI / RCC pipe shall be made separately or supplied by Railways as per the schedule conditions.
 - f) DWC pipe may also be used where ever required as per the instructions of site in-charge.
- 2.3.17 **Bridge Crossings:** On bridges, the cables are to be laid through GI pipe / trough and taken through CC / GI pipe on either ends suitably buried on both sides of the bridges for a sufficient depth so as to meet the bottom of the cable trench, then fixing the pipe in concrete of size 0.5 m x 0.5 m in both abutments. Separate pipes / troughs shall be used for power / signalling cables. Suitable supporting clamps shall be manufactured as required by Railways at the rate of 1 clamp / meter depending upon the type of girder. Before fixing GI pipes, perforated holes of 5 mm dia shall be drilled at an interval of 0.3 m to avoid theft of GI pipes. All the above works shall be carried out in presence of Railway representative only. The work shall be executed as per DRG No. SK/SC/CN/West/76/86 (for girder Bridges and SK/SC/CN/West/12/87 for concrete slab bridges).

3. Foundations General

- 3.1 The top level of the foundation shall be in level with the existing rail level as far as possible. The proportion of cement, sand, ballast shall be in the proportion of 1:3:6 for casting foundations for signals, location boxes and the proportion will be cured for a period not less than 7 days.
- 3.2 Fine aggregate must consist of sand, stone, ballast not exceeding 20 mm size and cement. The sand and ballast must be clean and free from soil, clay, shells, soft or flaky materials or any vegetable. Ballast must be washed when necessary to ensure cleanliness.
- 3.3 Sand used must be tidal river sand and must be free from any salts.

- 3.4 Water used for mixing must be clean and free from any oil, alkali and acid.
- 3.5 Materials for concrete must be carefully and accurately measured for every batch.
- 3.6 Mixing must be done in a mixing trough or a MS sheet, which should not be, more than half full at the time of mixing. Two men shall use square ended shovels and not powrahs. Water must be added by pouring water must be continuous until all materials and water are thoroughly mixed and uniformly combined.
- 3.7 When batch is fully mixed, it must be used without any delay. The aggregate shall be deposited in uniform layer not exceeding 15 cm. Tamping and spreading of each layer to be done as to cause it to settle thoroughly in the form and produce a dense mass.
- 3.8 Forms must be drenched with water before the concrete is placed against them and must not be removed in less than 36 hours afterwards.
- 3.9 A template for each foundation should be prepared suiting the holes in the base of the location box or signal post (for which foundation is cast) in order to hold the anchor bolts in position till the foundation is cured. The template shall be removed before the top of the foundation is given fine finishing.
- 3.10 The exterior surface of the foundation should be finely finished leaving 4 cm of thread portion of the anchor bolt free to enable erection of signal post or location boxes. All foundations shall be cast under the direct supervision of the inspector in-charge of the work. Curing must be done for all foundation for not less than 7 days.
- 3.11 No payment shall be made for any extra excavation carried out in the slope and width of the pit, including for foundations where soil is loose and pit is to be dug for more depth.
- 3.12 Earth work and stone pitching shall be done where the boxes / signals are laid on edges of embankments or the height of the location boxes heights are unreachable to maintainers. This item shall be paid for separately.
- 3.13 The following drawings shall be adopted for apparatus cases.

S.No.	Type of Foundation	Drawing Number
1	Signal (Main CLS)	SC/N/CN/62/A
2	Signal Shunt	SC/N/CN/62/B
3	Road Signal CLS Type	SC/N/CN/62/A
4	Location Box Full	SK/CN/1/89/A/1
5	Location Box Half	SK/CN/1/89/B/1

- 3.14 Location box foundations are to be laid in such a way that the door is parallel track in open condition. The boxes shall be installed in rear of the signals covered by them such that the signal aspect can be watched while taking readings etc. The open door shall be farther than 2.36 m from centre of the nearest track.

4. Apparatus Cases (Location Boxes)

- 4.1 The work consists of pit excavation, casting foundations with bolts of adequate size having cement concrete of ratio of 1:3:6 with stone ballast of 20 / 30 mm size as Drawing Numbers specified above. The Railway will indicate the position of location of apparatus cases.
- 4.2 All apparatus cases / battery boxes shall be erected on concrete foundation and plumbed. It should be clear of infringement when the doors kept open perpendicular to the track. All foundations shall be plastered on all sides and earthwork shall be made up to the required level. All the apparatus / battery boxes used shall be painted on inner side with white paint before fixing the shelf planks and terminal board after a primary coating with red oxide and with aluminium paint on outer side after installation at site.
- 4.3 Wooden planks / reapers of 20 mm to 25 mm thick to be sized and planed for fixing ARA terminal / fuse block. Wood screws of proper size shall be used. The size of terminal boards and shelf planks shall be as required by Railway. Two holes on either side of terminal / fuse block shall be made if

- required for carrying out wiring termination. Shelf plank be securely fixed in level on suitable MS angle brackets. Wood polish varnish shall be applied before fixing terminal / gadgets.
- 4.4 The underground signalling cable shall be taken into the apparatus case / battery boxes and properly secured by wooden clamps / cable gland plates.
- 4.5 The cables shall be neatly skinned, bunched and terminated. All cores of cable shall be terminated on the terminal board at locations and in relay rack at the required places in the order as approved by inspector in-charge. All the power cables shall be provided with aluminium lugs using crimping tool.
- 4.6 All apparatus cases shall be provided with 'E' type lock arrangements on one or both the doors as per instructions at site. Contractor shall procure material and fabricate for fixing of 'E' type lock if such provision did not exist on the apparatus case. Location box, 'E' type locks are covered by a separate item of Bill(s) of Quantities or Railway supply.
- 4.7 After all the signalling cables are taken inside the apparatus case / battery box the side opening shall be closed with masonry work and plastered. The inner side is then filled with sand and finally the bottom is sealed with sealing compound.
- 4.8 Earth work and pitching shall be done in all cases of location box erection after completing all works of termination and testing up to such a height and width around the box such that the technician can easily reach the contents inside. Earth work and pitching is covered under a separate item of Bill(s) of Quantities.
- 4.9 The armours of all the cables and apparatus case / battery box shall be earthed as directed by Engineer. Excavation of a pit at a given location as per DRG No. G/SG/09/2002 on natural soil, fixing earth pipe covering the same with a mixture of 30 kg of charcoal, 30 kg of common salt and earth. This includes brick masonry around the earth and cover. GI pipe of size 50 mm x 2000 mm x 3.5 mm with 12 mm dia holes on the sides at intervals of 300 mm. If more than one apparatus cases are grouped at a place, as directed by Engineer in-charge earth need not be provided separately for each apparatus case. Railways may also go for special type of low resistance earth as the case may be (in installations involving BPAC etc.).
- 4.10 However the payment for all earths shall be covered by a separate item of Bill(s) of Quantities.
- 4.11 The earth resistance shall not be more than 10 Ω for conventional earth and below 1 Ω for maintenance free low resistance earth. Earth resistance and date are to be painted on earth pit.
- 4.12 Track relays, line relays point contactors, overload relays, transformers, track feed chargers, rectifiers, charged secondary cells, track feed resistance, EKT, telephone plugs etc., shall be fixed neatly in the apparatus case as required by Railways. The wiring shall be carried out in a neat manner. Coil bunched and tested. The relays wherever fixed shall be fixed in such a manner that they cannot be easily removed or tilted. Anti-tilting arrangement shall be made for shelf type relays. Details of cable terminations and wiring particulars shall be painted inside the apparatus cases door in addition to documentation. Relay fixing arrangements shall be firm and rigid to avoid any chance of vibration due to train movements.
- 4.13 All electrical equipment wherever provided shall be earthed as directed by engineer. Description of equipment, relay etc., shall be neatly painted inside the apparatus cases door. All the internal wiring shall be tested from point to point in full, jointly by contractors authorised Engineer and Railways supervisor.
- 4.14 Charged secondary cells if installed inside apparatus cases, shall be fixed firmly leaving working space for taking specific gravity reading and distilled water topping. The date of installation, capacity and serial number shall be painted on each cell and the inner side of the door.
- 4.15 Battery links (lead) with suitable bolts and nuts shall be used for connecting cells. Petroleum jelly is to be applied on terminals immediately after connection. The specific gravity and voltage reading shall be recorded in a separate register and handed over to Railway duly signed.
- 4.16 The terminals are to be fixed on teak wood reapers of approximately 50 mm x 20 mm x 940 mm for full box and 50 mm x 20 mm x 470 mm for half box.

- 4.17 Track circuit accessories, chargers, EJBs of axle counters etc. shall be mounted on horizontal teak wood planks of 20 mm x 300 mm x 940 mm (or 20 mm x 300 mm x 470 mm for half box). Batteries shall be mounted on hard wood planks 40 mm thick.
- 4.18 Apparatus Cases (Location Boxes) having Axle Counters at Home signal, Advance starter, IBS etc. shall be made of FRT material to avoid temperature build up.

Sources for Specification / Drawings

- 1. Indian Railways Signal Engineering Manual
- 2. Indian Railway Telecom Manual
- 3. Latest IRS specifications
- 4. Latest RDSO specifications / guidelines / Technical Advisory Notes (TANs)
- 5. Latest Telecommunication Engineering Centre (TEC) drawings and specifications
- 6. Standard specifications (BIS, IS etc.)
- 7. Railway publications such as railway rules, codes and practices etc.
- 8. Central Government Laws and Acts
- 9. Principal Chief Signal and Telecommunication Engineer (PCSTE), South Central Railway circulars
- 10. Manual of instructions for installation of S&T equipment, 25 kV, 50 Hz, single phase
- 11. General and Subsidiary Rules of South Central Railway

*** **End of Chapter 3** ***

CHAPTER 4

ANNEXURES AND APPENDICES

ANNEXURE-II

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. _____ DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, South Central Railway hereinafter called the “Railway” of the one part and _____ hereinafter called the “Contractor” of the other part.

WHEREAS the contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

- (a) New works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹. _____.
- (b) All ordinary repair and maintenance works at any site between kilometre _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____ % above / below the Standard Schedule of Rates (SSOR) of the South Central Railway, corrected up to the latest correction slips and Standard Specifications of the South Central Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH that in consideration of the payment to be made by the Railway, the contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both hereby agree that if the contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____
Address _____

Designation _____
Railway _____
(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER No. _____ DATED _____ UNDER CONTRACT
 AGREEMENT No. _____ DATED _____ .
 Name of Work _____ (SITE) _____
 Schedule of Drawings _____
 Authority _____ Allocation _____

The contractor(s) _____ is / are hereby ordered to carry out the following works at _____ % above / below the Standard Schedule of Rates (SSOR) of South Central Railway, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents under Zone Contract Agreement hereinbefore referred to:

S.No.	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹.)	Amount (₹.)
1	2	3	4	5	6	7
Total Approximate Value of Work = ₹. _____						

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Divisional Railway Manager / Divisional _____ Engineer
 _____ Division
 South Central Railway
 For President of India

Date _____

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of South Central Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

- I also agree to maintain such works for the period specified below from the date of completion:
- Repair and maintenance work including white / colour washing: three calendar months from the date of completion
 - All new works except earth work: six calendar months from the date of completion

Contractor _____
 Address _____

Designation _____
 Railway _____
 (For President of India)

Date _____

Date _____

Signature of Witnesses (to signature of contractor) with address

1. _____

2.

**SOUTH CENTRAL RAILWAY
CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT No. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the Railway Administration hereinafter called the “Railway” of the one part and _____ hereinafter called the “Contractor” of the other part.

WHEREAS the contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ and will maintain the said works for a period of _____ calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)	Railway: Designation _____
Address _____	(For President of India)
Date _____	Date _____

Signature of Witnesses (to signature of contractor) with address

Witnesses:

_____	_____
_____	_____

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH THE
TENDER DOCUMENTS**

I _____ (*Name and Designation*)** appointed as the attorney / authorised signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the tender documents for the work of “Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway” as per the Tender No. C-SG-PT-MPLS-01 dated 05.10.2023 of South Central Railway, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I / we the tenderer(s) am / are signing this document after carefully reading the contents.
2. I / we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I / we hereby declare that I / we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I / we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway administration shall be final and binding upon me / us.
4. I / we declare and certify that I / we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I / we also understand that my / our offer will be evaluated based on the documents / credentials submitted along with the offer and same shall be binding upon me / us.**
6. **I / we declare that the information and documents submitted along with the tender by me / us are correct and I / we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I / we certify that I / we the tenderer(s) is / are not blacklisted or debarred by Railways or any other Ministry / Department of Government of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF / member of the partnership firm / LLP / JV / Society / Trust.
8. I / we understand that if the contents of the certificate submitted by us are found to be forged / false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I / we (*insert name of the tenderer*)** _____ and all my / our constituents understand that my / our offer shall be **summarily rejected**.
9. I / we also understand that if the contents of the certificate submitted by us are found to be false / forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security / Security Deposit and Performance Guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two years.

10. I / we have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am / we are not from such a country or, if from such a country, have been registered with the competent authority. I / we hereby certify that I / we fulfil all the requirements in this regard and am / are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

**SEAL AND SIGNATURE OF THE
TENDERER**

Place: _____

Date: _____

** The contents in italics are only for guidance purpose. Details as appropriate are to filled in suitably by tenderer.

ANNEXURE-V(A)

(This certificate is to be given by attorney / authorised signatory / each member of Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I / we _____ (***Name***), attorney / authorised signatory of the _____ (***Constituent Firm / Constituent Partner***) and member / partner of the _____ (***Tendering Firm***) hereby solemnly affirm and state as under:

1. I / we certify that _____ (***Constituent Firm / Constituent Partner***) is / are not blacklisted or debarred by Railways or any other Ministry / Department of Government of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF / member of the Partnership Firm / LLP / JV / Society / Trust.
2. I / we have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am / we are not from such a country or, if from such a country, have been registered with the competent authority. I / we hereby certify that I / we fulfil all the requirements in this regard and am / are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

**SEAL AND SIGNATURE OF THE CONSTITUENT
FIRM / CONSTITUENT PARTNER**

Place: _____

Date: _____

Reference – Para 10.3 and 17.15.3 of Tender Form (Second Sheet)

**SOUTH CENTRAL RAILWAY
TENDERER'S CREDENTIALS (BID CAPACITY)**

For tenders having advertised value more than ₹. 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The tenderer(s) shall furnish the details of –

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (upto the date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of –

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (upto the date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work / work in progress / work awarded but yet not started for a member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his / her compliance to the above mentioned bid capacity in the tender under consideration.

- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer(s) failed to submit the above statement along with offer, their / his offer shall be considered as incomplete and will be ***rejected summarily***.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria / tender requirement.

ANNEXURE-VIA

Reference – Para 6 of Tender Form (Second Sheet)

BID SECURITY

Bank Guarantee Bond from any Scheduled Commercial Bank of India

(On non-judicial stamp paper of at least ₹. 500/-, which should be in the name of the executing bank)

Name of the Bank: _____

The President of India,
Acting through Dy.CSTE/Projects/Tele/SC,
South Central Railway

Beneficiary: FA&CAO/CN/SC, South Central Railway

Date: _____

Bank Guarantee Bond No.: _____

Date: _____

In consideration of the President of India acting through the Ministry of Railways, **Deputy Chief Signal and Telecommunication Engineer, Projects, Telecommunication, South Central Railway, Secunderabad** (hereinafter called “**the Railway**”) having invited the bid for “**Telecommunication Works for Provision of IP-MPLS in 523 RKM of Secunderabad Division of South Central Railway**” through Notice Inviting Tender (NIT) No. C-SG-PT-MPLS-01 dated 05.10.2023, we have been informed that _____ **[Insert Name of the Bidder]** (hereinafter called “**the Bidder**”) intends to submit its bid (hereinafter called “**the Bid**”).

WHEREAS, the bidder is required to furnish Bid Security for the sum of ₹. 10,70,000/- in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, _____ **[Insert Name of the Bank]**, with its Branch _____ **[Insert Address]** having its headquarters office at _____ **[Insert Address]**, hereinafter called “**the Bank**”, acting through _____ **[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I / We the undersigned _____ **[Insert Name(s) of authorised representatives of the Bank]**, being fully authorised to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of ₹. 10,70,000/- as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised / pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from _____ ***[Insert Date of issue]*** till _____ ***[Date, which should be minimum 90 days beyond the expiry of validity of bid]***. Any demand in respect of this Guarantee should reach the bank within the validity period of Bid Security.
7. This Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details:

IFSC Code	SBIN000RAIL
IFSC Type	Branch
Bank Name	State Bank of India
Branch Name	Rail
City Name	Navi Mumbai
Address	Sector-11, CBD Belapur, Navi Mumbai
District	Navi Mumbai
State	Maharashtra
BG Enabled	Yes

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date: _____

Place: _____

Bank's Seal and Authorised Signature(s)

[Name in Block Letters] _____

[Designation with Code No.] _____

[P/Attorney] No. _____

Witness:

1. Signature, Name, Address and Seal

2. Signature, Name, Address and Seal

Bank's Seal

[P/Attorney] No. _____

Note: All italicised text is for guidance on how to prepare this Bank Guarantee and shall be deleted from the final document.

ANNEXURE-VIB

Reference – Para 10.2 and 17.15.2 of Tender Form (Second Sheet)

Each Bidder or each member of a JV must fill in this form separately:

Name of Bidder / JV Partner:

Annual Contractual Turnover Data for the Previous 3 / 4 Years (Contractual Payment Only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for Last 3 Years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared / audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have furnished after full consideration of all observations / notes in Auditor’s reports.

Name of CA:

Registration Number:

(Signature of Chartered Accountant)

(Seal)

PROFORMA FOR TIME EXTENSION

No. _____ Date: _____

Sub: (i) _____ (Name of Work)

(ii) Acceptance Letter No. _____

(iii) Understanding / Agreement No. _____

Ref: _____ (Quote specific application of contractor for extension to the date received) _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with / without any liquidated damages fixed earlier) will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-VIII
(Reference Clause 40A of GCC)

PROFORMA OF 14 DAYS' NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK

SOUTH CENTRAL RAILWAY

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even No. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started / still lagging behind the agreed program of work, listed as under:

(Details of part(s) of work which is delayed and can be executed independently, to be mentioned.)

1. Your attention is invited to this office / Chief Engineer's office letter No. _____, dated _____ in reference to your representation, dated _____ .
2. As you have failed to abide by the instructions issued to commence the work / to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few / all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk and Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

SOUTH CENTRAL RAILWAY

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Fourteen days' notice Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even No., dated _____; but you have taken no / inadequate action to deploy adequate resources to commence the part(s) of work / show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work / show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

Please refer your request letter No. _____ dated _____, wherein it was requested under Clause 40A of the Standard General Conditions of Contract to offload part(s) of works at your risk and cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

1. The final measurement of work(s) already executed for above part(s) of work recorded as per Clause 45A or / and 45B of the Standard General Conditions of Contract is enclosed herewith.
2. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.
3. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as ₹. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.
4. The contract value gets reduced to ₹. _____ .

5. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-VIII
(Reference Clause 60(2) of GCC)

CERTIFICATE OF FITNESS

1. (a) Serial Number
(b) Date _____
2. Name of the person examined _____
3. Father's Name: Son / Daughter of _____
Residing at _____
4. Sex _____
5. Residence: _____

6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and / or certified age

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his / her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he / she is fit for employment in a factory or on a work requiring manual labour as an adult / child.

9. Reasons for:
(a) Refusal to grant certificate, or
(b) Revoking the certificate _____

Signature or Left Hand Thumb Impression
of the person examined

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

ANNEXURE-IX
(Reference Clause 62(1) of GCC)

**PROFORMA OF 7 DAYS' NOTICE FOR WORKS AS A WHOLE / IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**

SOUTH CENTRAL RAILWAY
(Without Prejudice)

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even No. _____, dated _____; you have failed to show adequate progress of work and / or submit detailed programme for completing the work / part of work (details of part of work to be mentioned).

1. Your attention is invited to this office / Chief Engineer's office letter No. _____, dated _____ in reference to your representation, dated _____ .
2. As you have failed to abide by the instructions issued to commence the work / to show adequate progress of work, you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-X
(Reference Clause 62(1) of GCC)

PROFORMA OF 48 HOURS' NOTICE FOR WHOLE WORK

SOUTH CENTRAL RAILWAY
(Without Prejudice)

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even No. _____, dated _____; but you have taken no action to commence the work / show adequate progress of the work.

1. You are hereby given 48 hours' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-XI
(Reference Clause 62(1) of GCC)

PROFORMA OF TERMINATION NOTICE

SOUTH CENTRAL RAILWAY
(Without Prejudice)

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

Forty eight hours (48 hours) notice was given to you under this office letter of even No. _____, dated _____; but you have taken no action to commence the work / show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member / partner in any manner as an individual or a partnership firm / JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

**PROFORMA OF 48 HOURS' NOTICE FOR PART OF THE WORK
(DETAILS OF PART OF WORK TO BE MENTIONED)**

SOUTH CENTRAL RAILWAY
(Without Prejudice)

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even No. dated _____; but you have taken no action to commence the work / show adequate progress of the work _____ (details of part to be mentioned).
2. You are hereby given 48 hours' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which and on expiry of this period your above part of work _____ (details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK
(DETAILS OF PART OF WORK TO BE MENTIONED)**

SOUTH CENTRAL RAILWAY
(Without Prejudice)

To,
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Forty eight hours (48 hours) notice was given to you under this office letter of even No. dated _____; but you have taken no action to commence the work / show adequate progress of the part of work _____ (details of part to be mentioned).
2. Your above part of work in contract _____ (details of part to be mentioned) stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member / partner in any manner as an individual or a partnership firm / JV is hereby debarred from participation in the tender for executing the balance work.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall also be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to _____ .

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE-XIV
(Reference Clause 48(3) of GCC)

FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the Railway Administration having his office at _____ hereinafter called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement number _____ dated _____ for the performance _____ hereinafter called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹. _____ including the Final Bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause, if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his / its claims under the Principal Agreement.

And whereas the party hereto of the second part have received sum of ₹. _____ through the Final Bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his / its disputed claims under Principal Agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the Security Deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹. _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹. _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No. _____ to Page No. _____ of Measurement Book No. _____

_____and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his / its disputed claims under Principal Agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and / or shall be deemed to be non-existent for all purposes.

Signature of the Contractor(s)
Witnesses

For and on behalf of the President of India

Address: _____

ANNEXURE-XV

(Reference Clause 64.3 and 64.6 of GCC)

AGREEMENT TOWARDS WAIVER UNDER SECTION 12(5) AND SECTION 31A (5) OF ARBITRATION AND CONCILIATION (AMENDMENT) ACT

I / We _____ (Name of agency / contractor) with reference to agreement No. _____ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1 – Detailed at Annexure –
- (ii) Claim 2 –
- (iii) Claim 3 –

I / We _____ (post of Engineer) with reference to agreement No. _____ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I / We _____ do / do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement Under Section 31A (5)

I / We _____ (Name of agency / contractor) with reference to agreement No. _____ hereby waive off the applicability of sub-section 31A (2) to 31A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of the Standard General Conditions of Contract.

Signature of Claimant _____ Signature of Respondent _____

* Strike out whichever not applicable

ANNEXURE-XVI
(Reference Clause 64(3) of GCC)

**CERTIFICATION BY ARBITRATORS APPOINTED UNDER CLAUSES 63 AND 64 OF INDIAN RAILWAYS
GENERAL CONDITIONS OF CONTRACT**

1. Name:
2. Contact Details:
3. Prior experience (Including experience with arbitrations)
4. **I do not have more than ten ongoing arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act, 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind _____ in the year _____ between the President of India, acting through the Railway Administration having his office at _____ hereinafter called the Railway of the one part and _____ of the second part.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of 'The Arbitration and Conciliation Act, 1996'.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of 'The Arbitration and Conciliation Act, 1996'. The details of such relationship or interests are as under:

8. There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

PROFORMA-A

Engineering Organisation Available on Hand

S.No.	Name and Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

Engineering Organisation Proposed to be Engaged for this Work from Above

S.No.	Name and Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

Engineering Organisation Proposed to be Engaged for this Work from Outside

(A suitably worded consent letter from such a person should be obtained and enclosed)

S.No.	Name and Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

Signature of the Tenderer(s):

Name of the Tenderer:

PROFORMA-B**Plant and Machinery Available on Hand**

S.No.	Particulars of Machinery, Plant and Equipment	Number of Units	Kind and Make	Capacity	Age and Condition	Approx Cost in ₹. (In Lakhs)	Purchase Bill No. and Date and Registration Particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

Plant and Machinery Proposed to be Indicated from Above

S.No.	Particulars of Machinery, Plant and Equipment	Number of Units	Kind and Make	Capacity	Age and Condition	Approx Cost in ₹. (In Lakhs)	Purchase Bill No. and Date and Registration Particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

Plant and Machinery Proposed to be Indicated from Outside

S.No.	Particulars of Machinery, Plant and Equipment	Number of Units	Kind and Make	Capacity	Age and Condition	Approx Cost in ₹. (In Lakhs)	Purchase Bill No. and Date and Registration Particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

Signature of the Tenderer(s):

Name of the Tenderer:

PROFORMA-C

LIST OF COMPLETED WORKS BY THE TENDERER

S.No.	Name of the Work	Agreement No. and Date	Designation and Address of the Signing Authority	Agreement Value (In Lakhs)	Completed Value of Works (In Lakhs)	Date of Completion	Remarks
Railway / Central Government Works							
A							
B							
C							
D							
E							
Z							
State Government Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

Signature of the Tenderer(s):

Name of the Tenderer:

PROFORMA-D

LIST OF WORKS ON HAND WITH THE TENDERER

S.No.	Name of the Work	Agreement No. and Date	Designation and Address of the Signing Authority	Agreement Value (In Lakhs)	Completed Value of Works (In Lakhs)	Date of Completion	Remarks
Railway / Central Government Works							
A							
B							
C							
D							
E							
Z							
State Government Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

Signature of the Tenderer(s):

Name of the Tenderer:

PROFORMA-E

EXPERIENCE CERTIFICATE

S.No.	Work Details	Details
1	Name of Work	
2	Agreement Number, Date and Name of the Agency	
3	Agreement Value in Rupees (In words and figures)	
4	Due Date of Completion	
5	Number of Extensions Granted	
6	Actual Date of Completion of Work	
7	Value of Final Bill, if passed (In words and figures)	
8	Work completed but Final Measurements not recorded a) Amount paid so far as in CC Bill Number	
9	Work completed and Final Measurements recorded with negative variation a) Amount paid so far as in CC Bill Number	
10	Work completed. If Final Measurements recorded with positive variation which is not sanctioned yet. a) Original agreement value or last sanctioned agreement value whichever is lower	

Note:

1. This certificate in this proforma is to be issued only for completed work
2. This certificate to be issued by an officer not below the rank of JA Grade or bill passing officer in Railways and bill passing officer / executive in-charge of work in other government department / government bodies / Public Sector Undertakings. The certificate bear the signature and seal of the issuing officer, name of the department etc.

Signature:

Name of Officer:

Designation:

Address:

Office Seal:

Phone / Fax Number:

Date:

PROFORMA-F

CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD

To Whomsoever Concerned

We _____ are the Auditors for the firm _____, since last _____ (many) years. On the strength of the above association, we are issuing this certificate to the firm on the Annual Contractual Turnover during the **last three audited financial years** as per audited balance sheets.

It is further certified that advances or loans taken by the firm in connection with execution of works is not reflected in the contractual receipts from works contracts indicated below.

S.No.	Financial Year	Receipts from Works Contracts Executed for Government / Government Bodies / PSUs / Private Organisations reflected in Audited Balance Sheets in P&L Account (in ₹.)	Remarks (If Any)

Signature:

Name of the CA:

UDIN :

Address:

Office Seal:

Phone Number:

Email:

Date:

MANDATE FORM

NEFT / RTGS

1	Name of the City:	
2	Bank IFSC Code:	
3	Bank's Name:	
4	Branch Address:	
5	Branch Telephone Number / Fax Number:	
6	Contractor's Name as per Account:	
7	Contractor's Account Number:	
8	Type of Account:	
9	Telephone Number of Contractor:	
10	Contractor's Email ID, if any:	
11	IFSC Code for NEFT / RTGS:	
12	PAN Number:	
13	GST Number:	

Note: The given details of bank account should in force.

I certify that the information furnished above is correct to the best of my knowledge and belief.

Signature of Bidder
Date:

PROFORMA-H

**INDEMNITY BOND FOR SUPPLY OF MATERIAL
(TO THE CONTRACTOR)**

(To be submitted on Non-Judicial Stamp Paper of at least ₹. 500/-)

We _____ hereby undertake that we hold in our custody for and on behalf of the President of India acting in the premises through the Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad (hereinafter referred to as the Purchaser) and as his property in trust of him all imported and indigenous materials which have been handed over to us against the contract of for: _____ on South Central Railway vide letter of acceptance _____ such as _____ handed over to us by the Purchaser for the purpose of execution of the said contract, until such time the materials are duly erected or otherwise handed over to him.

We shall entirely be responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or against any loss, damage or deterioration whatsoever in respect of the said materials which in our possession and against disposal of surplus materials. The said materials shall at all time be open to inspection by any Officer authorised by the Dy.CSTE/Projects/Tele/SC, Ground Floor, Microwave Building, Adjacent Rail Nilayam, Secunderabad.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due the Purchaser shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss, damage or deterioration, if any along with the amount to be refunded, without prejudice any other remedies available to him, by deduction from any sum due / any sum which at any time hereafter becomes due to us under the said or any other contracts.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the President of India or his authorised nominee and the said assessments shall be final and binding upon us.

Dated this the _____ day _____ .

For and on behalf of the Contractor

Signature of Witnesses:

1.

2.

(Names of the witnesses in block letters)

PROFORMA-I

MODEL FORM OF BANK GUARANTEE BOND

(To be submitted on Non-Judicial Stamp Paper of at least ₹. 500/-)

GUARANTEE BOND

1. In consideration of the President of India 'acting through the concerned officer of the executive department (hereinafter called "The Government") having agreed to exempt Sri / M/s. _____ (hereinafter called "the said contractor") from the demand, under the terms and conditions of agreement/Letter of acceptance No. _____ dated _____ made between "President of India " acting through the concerned officer of the executive department and Sri / M/s _____ for _____ (name of work) (herein after called "the said agreement"), of Performance Guarantee for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement. On production of irrevocable Bank Guarantee for ₹. _____ (Rupees _____ only).
2. We, _____ (bank) (herein after called "the Bank") at the request of _____ (contractor) do hereby under take to pay the Government an amount not exceeding ₹. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
3. We undertake to keep this performance guarantee in force till the satisfactory completion of the work and maintenance period is over.
4. We, _____ (bank) do hereby under take to pay the amounts due and payable under this Guarantee without any demur, nearly on a demand from the Government stating that the amount / claimed is due by way of loss or damaged caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹. _____ (Rupees _____ only).
5. We, undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) / suppliers in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being obsolete and unique vocal. The payment so made by us under this Bond shall be valid discharge of our liabilities for payment there under and the contractor(s) / suppliers shall have no claim against us for making such payment.
6. We, _____ (bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been full paid and its claims satisfied or discharged on / or _____ or till Office / Department of South Central Railway certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this guarantee thereafter.

7. We, _____ (bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary of the terms and conditions of the said agreement or to extend time of performance by the Contractor from the time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any or the terms and conditions relating to the said agreements and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any indulgence, by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. The guarantee shall not be discharged due to the change in the constitution of the bank or the contractor(s) / supplier(s). We, the _____ (bank), undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.
9. Notwithstanding anything contained herein above:
- Out liability under this Bank Guarantee shall not exceed ₹. _____ (Rupees _____ only).
- This Bank Guarantee shall be valid up to _____ .
10. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if only you serve upon us a written claim or demand on or before _____ .

For _____
(Bank) (With Seal and Address Signed by
Authorised Signatory of the Bank)

PROFORMA-J

STATEMENT OF DEVIATIONS

PROFORMA FOR STATEMENT OF DEVIATIONS

The following are the particulars of deviations from bid document:

Chapter Number XXX

S.No.	Clause	Deviation	Remarks (Including Justification)

Note: Bidders are advised to submit the deviations from entire bid document including Annexures. Where there is no deviation, the statement should be uploaded duly signed with an endorsement indicating no deviations. In case, the deviations are not submitted by bidder, then it will be treated as NIL deviations to the entire bid document.