



GOVERNMENT OF INDIA

SOUTH WESTERN RAILWAY, HUBBALLI

DEPUTY CHIEF SIGNAL & TELECOM ENGINEER /PROJECT/HUBBALLI

TENDER NOTICE No: SG/SWR/P/VSS/MPLS/EX/TCCS

Dated: 14.10.2021

Name of the Work:-

“Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable and converged communication system for 230+ stations over SWR consisting of IP based communication network with an IP-MPLS (Internet Protocol- MultiProtocol label Switching) backbone interconnecting VoIP (Voice over Internet Protocol) based Train Control Communication System (TCCS), SIP(Session Initiation Protocol) based Exchange Communication and VSS (Video Surveillance System) and integrating with Existing SIP Exchanges, VoIP based TCCS and VSS , as per description and specifications enclosed.”

Electronic Tender Document

Open e-Tender (Single Stage Two Packet)

Executive in-charge:

Deputy Chief Signal & Telecom Engineer/Project,

Hubballi , South Western Railway

Mobile 9731667870

[As the login to www.ireps.gov.in is controlled by Digital Signature Certificate, a separate signature in the tender document is not required]

Tender Document Cost = Rs.0/-



SOUTH WESTERN RAILWAY

DEPUTY CHIEF SIGNAL & TELECOM ENGINEER /PROJECT/HUBBALLI

STANDARD SPECIAL CONDITIONS OF CONTRACT

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GENERAL INSTRUCTIONS TO TENDERERS

1. E-tendering is in force; hence, tenderers are requested to login to website www.ireps.gov.in and file tender documents Electronically .
2. If any change/addition/deletion is made in the Tender Document by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, the tenderer's Performance Bank Guarantee will be forfeited and the contract will be terminated at his/their risk and cost. The Tenderer is also liable to be banned from doing business with Railways and/or prosecuted.
3. The following declaration should be given by the Tenderer while submitting the tender: Declaration:
(a) I/We have e-filed the tender form on internet site www.ireps.gov.in and I/We have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified I/We understand that my/our tender will be summarily rejected and Performance Bank Guarantee will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tenderer:

Date :

Address:

OPEN E-TENDER NOTICE

1.0 Deputy Chief Signal & Telecommunication Engineer (Project), South Western Railway, Hubballi 580020, for and on behalf of 'The President of India' invites, OPEN E-Tender in TWO packet system from competent, experienced & established contractors having sufficient experience in similar works and satisfying minimum eligibility criteria on the prescribed form for the following work as per tender notice given in e-tender portal- www.ireps.gov.in.

The tenderer(s)/contractor(s) intending to apply for e-tender for WORKS, need to get enrolled in the e-tender portal "www.ireps.gov.in" and only online tenders will be accepted.

1	Name of the work	"Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable and converged communication system for 230+ stations over SWR consisting of IP based communication network with an IP- MPLS (Internet Protocol- MultiProtocol label Switching) backbone interconnecting VoIP (Voice over Internet Protocol) based Train Control Communication System (TCCS), SIP(Session Initiation Protocol) based Exchange Communication and VSS (Video Surveillance System) and integrating with Existing SIP Exchanges, VoIP based TCCS and VSS , as per description and specifications enclosed."
2	Approximate cost of the work	Rs.80,54,07,068.35/-
3	Tender Number	SG/SWR/P/VSS/MPLS/EX/TCCS dated 14.10.2021
4	Type of Tender	Open tender
5	Cost of Tender Form	Nil
6	Earnest Money	Nil (Bid security declaration form at Annexure-I to be signed)
7	Completion Period of work	12 Months
8	Maintenance Period	36 months
9	Pre Bid Meeting	at 11 am, on 27.10.2021 at CSTE/Project Office, Opposite DRM Hubballi Office, Keshwapur Road, Hubballi, Karnataka-580020
10	Last Date and time for submission of Tender bid.	Upto 15:00hrs of 15.11.2021 (now extended to 07.12.2021)
11	Date and time of opening of Technical Bid (Packet-I)	After 15:15hrs on 15.11.2021 (now extended to 07.12.2021)
12	Validity of offer	60 days
13	Website for E-Tenders *	www.ireps.gov.in
14	Bidding System	Single stage, Two packet system
15	Participation of Joint Venture	Allowed for this tender as per Railway Board Guidelines
*The detailed terms and conditions and other details have already been uploaded on the website (www.ireps.gov.in)		

Note: Tender Notice and link for Tender Document are available on IREPS website, and e-Tendering portal <https://ireps.gov.in> for downloading. Tender notice will also be published in the leading newspapers. For online bid submission, the bidder will have to necessarily download an official online copy of the tender documents from IREPS-portal. All Information viz. corrigendum/addendum/ amendments etc. future to this Tender shall be posted on the IREPS website only. Printed copies of Tender documents will not be sold from Dy CSTE Project office. Bid shall be submitted online on IREPS portal only.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid.

Railway in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

If the opening date happens to be a holiday, the tenders will be opened on the next working day at the same time. However, there will not be any change in the last date of e-filing of tender documents on this account.

Late /delayed tender received through e-filing after the time of closing will be summarily rejected.

(Kuldeep)
Deputy Chief Signal & Telecom Engineer (Project),
South Western Railway, Hubballi

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The Indian Railway Standard General Conditions of Contract, i.e., IRSGCC-2020 has been published in July -2020. However, intending bidders are requested to acquaint themselves with all the conditions of IRSGCC-2020 before participation in tender. Copy of IRSGCC- 2020 can be downloaded from the DOCUMENTS attached along with this tender.

The following Special Conditions of Contract (SCC) are supplement to the Indian Railway Standard General Conditions of Contract, PART-II of IRSGCC-2020 read along with up to date correction slips, and notes appearing under the relevant chapters and sub-chapters including up to date corrections should be considered as part of the tender document. Where the provisions of Special Conditions of Contract (SCC) are at variance with the IRS General Conditions of Contract (IRSGCC-2020) including Correction Slips and other documents mentioned above, these Special Conditions shall prevail.

The technical specifications and drawings of contract as incorporated in this tender document will form the basis for execution of the work.

The Contract Labour (Regulation and Abolition) Act-1970 (CLRA) as amended upto date will form part of the contract Agreement. Further it is obligatory on the part of every contractor to obtain a valid license from the concerned licensing officer before undertaking/executing the work.

- 2.1 Name of the work: **Design, Planning, Supply, installation, fixing, configuration, integration and commissioning of a secure, reliable, scalable, manageable and converged communication system for 230+ stations over SWR consisting of IP based communication network with an IP-MPLS (Internet Protocol- MultiProtocol label Switching) backbone interconnecting VoIP (Voice over Internet Protocol) based Train Control Communication System (TCCS), SIP(Session Initiation Protocol) based Exchange Communication and VSS (Video Surveillance System) and integrating with Existing SIP Exchanges, VoIP based TCCS and VSS , as per description and specifications enclosed.**

- 2.2 The Tender document comprises of total four chapters.
Chapter 1 -Schedule of items, quantities and rates -SOQ. It consists of three sub-works, namely Internet Protocol- MultiProtocol label Switching (IP-MPLS) network , VSS (Video Surveillance System) and VOIP based Train Control Communication System & SIP Exchanges.
Tenderer shall necessarily mention **Make and Model Number** proposed to be supplied for certain specified items in the schedule i.e. Routers, Switches, Cameras, Servers, Gateways etc.
Chapter 2 - Scope of the work.
Chapter 3 -Detailed technical specifications of items of schedule
Chapter 4 - Supplementary technical details and Annexures.

- 2.3 **COMPLETION PERIOD:** The entire work shall be completed within the period of **TWELVE Months** from the date of issue of the letter of award.

3. QUANTUM OF WORK, SPARES & OPTIONAL ITEMS

The schedule of work mentions the quantities of various items required to be installed and commissioned. It should be clearly noted that the item and the quantities mentioned have been worked out by railways as per their requirement.

4. AGREEMENT

The Tenderer whose tender is accepted shall be required to appear in person at the office of Dy. Chief Signal and Telecom Engineer/ Hubballi, or if tenderer is a firm or corporation, a duly

authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and The failed Contractor shall be debarred from participating in the re-tender for that work.

5. Works In Charge

For Schedules, respective Dy.CSTE/DSTE in Project Unit i.e. Dy.CSTE/Project/UBL, Dy.CSTE/Project/SBC and Dy. CSTE/Proj/MYS in UBL, SBC and MYS Division will be the in-charge of this work. In-charge Dy.CSTE will nominate an officer and SSE/JE for execution, monitoring, commissioning and maintenance period and writing Measurement Books.

After issue of Final Acceptance Certificate Agreement for AMC Work will be entered into with respective Divisions and become operational.

6. Pre Bid Meeting

Pre-Bid Meeting or conference will be conducted, to brief prospective bidders before opening of bid. Such a meeting will permit for explanation or clarification of complicated specifications and requirements to interested bidders. Pre-tender meetings guarantee the benefits of full and free competition by clarifying possible points of confusion on Government requirements so that all potential bidders may submit tenders on equal footing with equal understanding. Remarks and explanations at the meeting will not qualify the terms of the tender or specifications. **All attendees must be advised that unless the tender is amended in writing, it will remain unchanged, and that if an amendment or addendum is issued, normal procedures relating to the acknowledgment and receipt will apply.**

Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

1. Inspection

(A) Inspection will be carried by RDSO for all the items for which RDSO specifications are referred. For other items the inspection will be carried out by RITES, Railways or its authorized agency as mentioned in the Inspection clause in the Schedule. i.e Chapter 1

(B) Test Categories (This should be for all the items to be inspected by Railway)

i) The following tests, as applicable ,shall be conducted for acceptance of the equipment and the system before final acceptance of the system.

- a) Pre-Factory Acceptance Testing
- b) Factory Acceptance Testing
- c) Pre-commissioning test (after installation) for a total integrated system.
- d) Site Acceptance Testing (SAT)
- e) Trial Run

ii) These tests shall be carried out on all equipment supplied by bidder including those supplied by sub vendors, if any.

iii) Bidder shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

iv) All technical personnel assigned by the bidder shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere with or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by purchaser /Engineer.

1.1 Pre Factory Acceptance Testing (Pre FAT)

The bidder on his own exactly in line with the pre approved test plan shall conduct pre factory acceptance testing for proper working of equipment as per specifications.

1.2 Inspection/Factory Acceptance Test

Inspection will be carried by RDSO/RITES/Consignee. RDSO will inspect the items for which RDSO specifications are referred . For other items the inspection will be carried out by the Railway or its authorized agency i.e. RITES or any third party test from approved labs.

1.2.1 Installation

a) After successful completion of inspection, equipment shall be sent to site for installation. Equipment without factory acceptance/inspection certificates shall not be acceptable at site.

b) Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings & site plan in the best workmanship.

c) Bidder shall indicate the number of teams (Minimum 2 Teams for Each Division that is total of 6 teams for parallel working) and the list of equipment for each team for installation of the Systems in order to complete the work within the stipulated time frame.

- d) Bidder shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.
- e) If during installation and commissioning under the supervision of the bidder any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the bidder to Purchaser/Engineer and shall include cause of faults and repair details, within 2 weeks of fault occurrence.
- f) A detailed time schedule for these activities shall be submitted by the bidder to Purchaser/Engineer to enable their representatives to be associated with the job.
- g) Bidder shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, interbay and inter equipment cables, power supply and earthing cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.
- h) The installation of equipment shall be supervised by the bidder in such a manner so as to ensure neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

1.3 Pre Commissioning

On completion of installation of the system, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the bidder on his own. A list of Pre Commissioning tests (same as approved by the Purchaser/Engineer for site acceptance testing) and activities shall be prepared by the bidder and the test shall be carried out by the bidder on his own. After the tests have been conducted to the bidder's own satisfaction, the bidder shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to any equipment or system, the bidder shall identify the same and provide a report/history of all faults to the Purchaser.

During installation and pre-commissioning of the Edge Infrastructure of IP MPLS, TCCS, SIP Exchange, VSS system, the bidder shall have enough commissioning spares so that the installation is not held up because of non availability of commissioning spares. Bidders shall ensure that the spares meant for operation and maintenance are not used during installation and commissioning.

1.4 Site Acceptance Testing (SAT)

On completion of Pre-commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the bidder under the presence of Purchaser/Engineer.

The tests shall include, but not be limited the following:

- a) Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- b) Guaranteed performance specifications of individual equipment/item.
- c) Self diagnostics test on individual equipment.
- d) Tests on remote alarm transmission and reception.
- e) End to End System test .

1.5 Trial Run/Field Trials

Upon conclusion of the site acceptance testing the bidder shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period the bidder shall provide all Support engineers & Technicians to maintain the total log, incidents and failures. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'Trial run' any defect is noted in the system, the bidder shall rectify, replace the same to the satisfaction of Purchaser's/Engineer expeditiously. Technical measures to prevent recurrence shall be taken by the firm. The decision to repeat the final test or restart the 'Trial' shall be of Purchaser/Engineer depending upon the severity of the defect.

During trial run, if any fault occurs to any equipment of the system, bidder shall identify and rectify the same and provide report history of all faults to the Purchaser.

Ideally, during the 'Trial run, no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each station and the availability of the system per station basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the bidder, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the bidder. If the system fails to reach the guaranteed performance even after the second trial run purely attributable due to bidder's supplied item, the Purchaser shall be free to take any action as he deems fit against the bidder and to bring the system to the guaranteed performance with the help of a third party at the expense of the bidder.

1.6 Provisional Acceptance Certificate (PAC)

- (i) After SAT, Station wise physical installation and commissioning report shall be jointly signed by representatives of Railways and contractor for successful commissioning and testing covering all items of the work and other IT infrastructure at stations clustered and Fiber/Network connectivity, monitoring facilities extended. In case of any deficiency affecting the overall working of the system, the contractor shall rectify the deficiencies within one month and verify them from Railway representatives. On the basis of physical Installation & joint commissioning report by Railway . Work completion report will be issued
- (ii) All completion drawings/plans *and joint report* duly signed by RAILWAY Supervisor and Officers shall be handed over to the respective division at the time of signing of completion certificate in soft copies and hard copies of which prints in the required numbers shall be supplied by the bidder. Set of diagrams as mentioned in Chapter 3 of the concerned station along with the Working Rules Booklet for IP MPLS, TCCS, SIP Exchange, VSS System has to be provided by the bidder for each station.
- (iii) For IP MPLS, TCCS, SIP Exchange, VSS work at Railway Stations and data centres ,respective Senior Section Engineer(SSE)Tele/Project shall issue a Provisional Acceptance Certificate (PAC) for stations, after receiving completion report from Railway (including attending all deficiencies mentioned in commissioning report of all concerned stations).Any major deficiency observed during Security Verification should be attended by the bidder before issue of PAC for first cluster of station.
- (iv) Work for IT setup at Data Centers is deemed to have completed for issue of Provisional Acceptance

certificate (PAC) after the following work only :

- a. After commissioning of the last station of Division (including station where RPF/Than/Chowki is located and stations being recorded at that particular RPF Thana/Chowki).
- b. Integration of TCCS,SIP Exchange, VSS Solution at stations (as per scope of work) . All Hardware and Software of Servers at Data Centers, subject to timelines.

In case if work at the last station is pending for want of site readiness, PAC for IT setup at Data Center shall be released after approval of Dy CSTE/Project. PAC for IT Setup will be issued after integration of TCCS,SIP Exchange, CCC & FRS solution. PAC will not hold on account of unavailability of TCCS,SIP Exchange, CCC/FRS Solution.

1.7 Maintenance Spares

1.7.1 Unit rates for each spare required for operation and maintenance shall be provided. Bidder shall also provide the address, contact person, mail-id, fax, and telephone no. of the manufacturer of the spare parts, if different from the bidder itself. The bidder shall warrant that spare parts for the system would be available for a minimum of 8(3 Year Maintenance and 5 Year AMC) years after issue of PAC for IT setup at Data Center- Disaster Recovery.

In case of stoppage/discontinuation of production of spares for the installed equipment by OEMs, the bidder has to provide one year advance intimation to the Purchaser so that the Purchaser may order the requirements of spares in one lot.

Spares shall be provided from the same manufacturing facilities/location from where the respective equipment, subsystems are offered.

1.7.2 Spare part management for spare other than quoted in the SOQ during the maintenance support services and AMC phase in order to meet the SLAs shall be undertaken by the successful bidder.

1.7.3 The list of maintenance spares, required for providing maintenance support with Uptime being asked for, shall be worked out by the bidder in consultation with the OEM and submitted for Railway approval. These spares shall be stocked at various Division locations proportionately and checked by Railway at the time of acceptance of the network (to be defined by Railway later).

1.7.4 Railway shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document, however, for ensuring the same, Certificates from all OEMs and/or authorized vendors/representatives will be produced to confirm that the lifetime maintenance support (three year maintenance period, & five years AMC) by provisioning of spares.

1.7.5 In case the equipment offered/supplied under the contract is out of production/support or not available due to any reason, the contractor shall supply equipment with prior approval of the purchaser's engineer.

1.8 Commissioning spares

The commissioning spares shall be arranged by the bidder to cater to the requirement during installation, commissioning, site acceptance testing and trial run. These spares shall be readily available with the bidder, at specified locations.

These commissioning spares are different from maintenance spares and bidder shall not use maintenance spares as commissioning spares till completion of maintenance period.

1.9 Final Acceptance

The final acceptance of the complete work shall take effect from the date of successful completion of 36 months of Maintenance of IT setup at Railway Datacenters and various equipment at stations over SWR installed under the contract. The Final Acceptance Certificate shall be signed by the Competent Authority of Railway nominated by the Dy. CSTE/Proj and the contractor. Notwithstanding the issue of Final Acceptance Certificate the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

1.10 Training of Railway Personnel

1.10.1 Scope of Training:

The successful bidder shall provide hands on training and training by OEM with detailed course material on the installed equipment including software covering at least the following as per the schedule given by Railway

- i) Introduction to EMS & NMS, Routers, servers,
- ii) Configuration and operation of Networking Equipment, Router, NMS/EMS, Servers, Cameras and other equipment etc. supplied under the project.
- iii) Troubleshooting and preventive maintenance
- iv) Training on operation of IP MPLS, TCCS, SIP Exchange, VSS system.

The Railway personnel shall work along with the technical team of contractor for imparting on the job training to gain confidence and to get expertise right from the execution stage of the project till completion of AMC period. The training content to be designed and delivered by contractor at his/her own cost. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

OEM should also arrange training at it's premises with lodging and boarding arrangement.

1.10.2 Timelines for Training and Development:

Bidder shall, prior to start of training, send a complete training program including details of each course, duration, subject matter etc. The Purchaser/Engineer reserves their right to suggest any additions/deletions in the program, which shall be incorporated by the bidder at no additional cost.

SN	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1	Preparation of training material, course etc.	D + 2M
2	Imparting training	D + 6M
3	Continuous online training during installation, maintenance & AMC phase	As and when required by Railways

The training course shall be conducted at the OEM/OEM's authorized partners' premises from where the respective equipment/subsystems are manufactured/ offered/assembled or at full-fledged training facilities.

The training course 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 familiarization with the equipment at card and component level.

It shall be explicitly understood, that Purchaser's/Engineer's personnel shall be fully associated during Engineering, Installation, Testing and Commissioning activities and this opportunity shall be taken by

bidder to impart on the job training in addition to the above training course. Sets of training manuals in hard copies & soft copies containing details of technical specification, installation & commissioning, troubleshooting & maintenance schedule etc. shall be supplied by the bidder, as detailed in schedule.

The bidder shall update the course material of manuals, in case there are any changes owing to revision/modifications in specifications of equipment/system.

Bidder shall provide comprehensive documentation, course material, manuals, literature etc. as required for proper training of personnel at his own cost. Consolidated and comprehensive documentation shall be available to each participant. After the completion of course, all such materials shall become the property of the PURCHASER.

1.11 Vendor Data Requirement and Documentation

Four sets of Documentation with hard and soft copy shall be supplied.

The following documents for the complete system shall be supplied and approved by Purchaser/Engineer in order to start Final Acceptance Testing:

- A) System description, System configuration diagram & Connectivity diagram
- B) Detailed technical manual of each type of equipment
Equipment interconnection diagram including details of various interfaces, signaling protocols used at each stage. Layout of equipment and space requirements for each station. Installation manual including installation procedure and commissioning. Supervisory configuration, alarm list, operator interface etc.
- C) Maintenance manual of each type of equipment containing:
 - i) Preventive maintenance procedures.
 - ii) Troubleshooting/repairs procedures including failure analysis that shall provide exhaustive information about repairs including but not limited to removal, reinsertion of components and cards, repairs, adjustments, tuning, calibration, tools required for a particular operation, test points, including turn around time for repair and the details of the maintenance support service center
 - iii) Expansion possibilities of the system without causing deterioration in the system performance.
 - iv) Any other data, document not specifically mentioned, but required for the satisfactory testing, installation and commissioning, operation and maintenance of the system shall be provided.
 - v) Any other Documents needed further to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

1.12 Design Guidelines

- i) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19" rack. All the Rack based servers should be fixed on server channel. Rack should be earthed.
- ii) All venting, cooling shall be natural.
- iii) All equipment shall be immune to EMI; RFI interference generated by any nearby source including traction overhead equipment shall meet the latest international standards in this regard. All the Rack to be fixed in the PF Shelter should be isolated through insulators.
- iv) The equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- v) All the wiring work whether power cable, network cable or OFC cable should be wired and clamped

properly on the channels and coding may be provided for the identification of the cables.

- vi) All equipment (except for equipment at DC-DR) proposed for procurement in this tender document, are planned to be installed at OFC Room/Railway station/RPF Thana. Therefore, all such equipment should be able to withstand Heat and Dust in accordance with the Indian environment.
- vii) All the racks installed in the platform should be isolated from the lighting by providing insulators.
- viii) STP Cable shielding should be made earth.
- ix) Power supply should be provided through surge protection and MCBs.
- x) Earthing has to be connected to the Racks and equipment.

2. Maintenance

2.1 Maintenance support

2.1.1 The maintenance would be valid for a period as indicated below

- (i) 36 months Maintenance Supervision between issue of last PAC and FAC.

2.1.2 The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

2.1.3 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

2.1.4 Replacement under maintenance shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

2.1.5 Maintenance Support

2.1.5A Material for repair during maintenance Period shall be handed over /taken over by contractors engineer at respective site or mutually agreed with Railway.

2.1.5B During the maintenance period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the work by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

2.1.5C During the free maintenance period, contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free, the same also will have to be done by the contractor at no cost to Railway as to make good all the deficiencies. Major failure is defined as the total system down and minor failure is defined as system is working and part/ module of the system is failed. In case of major failure, The bidder shall ensure that the downtime of the VoIP based TCCS, SIP based Exchange, VSS installed shall not be more than 4 hours. Additional Manpower, if considered necessary, shall be provided by the bidder to stabilize the network at no additional cost to Railway. A penalty of Rs. 500/- per hour of downtime of network shall be imposed on the contractor for not meeting the down time prescribed. In case of minor failure, The bidder shall ensure that the downtime of the VoIP based TCCS, SIP based Exchange, VSS, MPLS routers installed shall not be more than 12 hours. Additional Manpower, if considered necessary, shall be provided by the bidder to stabilize the network at no additional cost to Railway. A penalty of Rs. 200/- per hour of downtime of network shall be imposed on the contractor for not meeting the down time prescribed. The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished.

2.2 Replacement Services

In case of hardware failure, the replacement must be given in the next business day. If the bidder fails to replace as per below mentioned duration, the following penalties will be imposed as decided by Railways depending on the Circumstances :

If the Bidder fails to replace /Equipment card/Part in next business day, the following penalties will be imposed.

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 1 days and up to 7 days	1% of the cost of affected Equipment.
All Modules and accessories	More than 7 days and up to 15 days	5% of the cost of affected Equipment.
All Modules and accessories	More than 16 days and up to 30 days	25% of the cost of affected Equipment.
All Modules and accessories	More than 30 days	100% of the cost of affected Equipment.

Note:

- OEM should provide facility to Railway for direct fault case open on TAC Support in case of emergency.
- The above replacement services will be applicable during maintenance supervision, and AMC period.

2.3 Maintenance Supervision

2.3.1 After the issue of the last provisional acceptance certificate is issued (including trial run period if any), the contractor shall be responsible for proper maintenance supervision of the complete system free of cost for a period of 36 months. For this purpose, the bidder shall prepare a maintenance plan and make available the services of a qualified maintenance engineer stationed at the location approved by Railway authorized representative who will supervise and maintain the infra.

2.3.2 DELETED

2.3.3 During this period of maintenance supervision if any shortfall is noticed in the functioning, as a result of any deficiency in work, the contractor will rectify the same at no cost to the Railway. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract

2.3.4 To summarize, the total period of maintenance will comprise of 36 months of Maintenance Supervision (after issue of Satisfactory Provisional Acceptance Completion certificate) extendable by Railway for reasons as explained, post which Final Satisfactory Completion Certificate will stand issued. Issue of Final Satisfactory Completion Certificate will be after 36 months from issue of PAC .

3.0 Phase-wise Delivery/Implementation timelines

Milestones for Design, Supply, Installation and Commissioning from the date of issue of Letter of Acceptance (LOA) is tabulated as under. With 2 teams or more for each division all the work should start parallel.

3.1 Video Surveillance System (VSS)

Phase	Completion Target	Deliverable	Timeline (D= Date of issue of LOA)
I.	Stations & associated RPF Thana/Post	Approval of Plans for 14 A & B category stations	D + 15 Days
		Approval of Plans at first batch of 107 D & E category stations	D + 35 Days
		Approval of Plans at second batch of 107 D & E category stations	D + 45 Days
	Supply of all material other than Camera, Servers, Switches & UPS		D + 45 Days
	Supply of CCTV Cameras, Servers, Switches & UPS		D + 60 Days
II.	Completion of Installation, Testing and Commissioning of VSS at all stations	Installation, Testing and commissioning of Cameras, Servers and power supply at 14 A & B category station and installation of monitoring units at RPF Posts	D + 75 Days
		Installation, Testing and commissioning of Cameras, Servers and power supply at first batch of 107 D & E category station and installation of monitoring units at RPF Posts	D + 90 Days
		Installation and commissioning of Video Wall, Work station, power supply at Divisional and Zonal CCC (Security Control Command Centre) at Hubballi, Bangalore and Mysore division	D + 90 Days
		Installation, Testing and commissioning of Cameras, Servers and power supply at Remaining 107 D & E category station and installation of monitoring units at RPF Posts	D + 180 Days

		Integration of New VSS Infra with existing VSS at Station, CCC, Divisional & Zonal Security control	D+180 Days
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3.2 IP MPLS Division

Phase	Completion Target	Deliverable	Timeline (D= Date of issue of LOA)
I.	Stations	Planning of LER & LSR Routers	D + 15 Days
		Termination of 2 Fibers in OFC Room	D + 90 Days
		Planning of circuits migration and finalization of IP scheme.	D + 60 Days
	Supply of all material other than Routers,, Servers, Switches & UPS		D + 45 Days
	Supply of Routers, Servers and Switches		D + 60 Days
II.	Completion of Installation, Testing and Commissioning of IP MPLS at all stations	Laying of cables from OFC Room to SM Room.	D + 90 Days
		Installation of NOC	D + 75 Days
		Installation, Testing and commissioning of Routers Servers, Workstations and power supply for 150 Stations.	D + 90 Days
		Installation, Testing and commissioning of Routers Servers, Workstations and power supply at Remaining station and installation of monitoring units at TestRooms	D + 280 Days
		Configuration and Migration of SDH Circuits and installation at DC	D + 280 Days

3.3 VoIP Based TCCS

Phase	Completion Target	Deliverable	Timeline (D= Date of issue of LOA)
I.	Stations & associates DC	Approval of Plans	D + 15 Days
	Supply of all material other than Servers, switches, Gateways, Phones & UPS	Laying of Cables	D + 45 Days
	Supply of Servers, Gateways Switches and Phones		D + 150 Days
II.	Completion of Installation, Testing and Commissioning of TCCS at all stations	Installation, Testing and commissioning of Servers, Gateways and power supply at 50 stations and installation of EMS at Test Room	D + 180 Days
		Installation, Testing and commissioning of Servers Gateways, Controller Consoles and power supply at next 150 stations	D + 250 Days
		Installation, Testing and commissioning of Servers Gateways, Controller Consoles and power supply at Remaining stations	D + 300 Days
		Installation and commissioning of Train Control Communication.	D + 300 Days

3.4 SIP Exchanges

Phase	Completion Target	Deliverable	Timeline (D= Date of issue of LOA)
I.	Divisional Office & Zonal Office	Approval of Plans	D + 30 Days
	Supply of all materials other than Servers, Switches, Gateways & UPS		D + 45 Days
	Supply of, Servers, Gateways and Switches		D + 150 Days
II.	Completion of Installation, Testing and Commissioning of IP Exchange	Installation, Testing and commissioning of Servers, Gateways and power supply at exchanges	D + 180 Days
		Installation, Testing and commissioning of Gateways at 10 Stations	D + 225 Days
		Installation, Testing and commissioning of Gateways and power supply at remaining stations	D + 300 Days
		Commissioning All the Gateways and IP Phones at offices	D + 300 Days

All timeline calculations are from the date of issue of LOA. Bidders need to share their details

3.5 Data Center and Disaster Recovery

Phase	Completion Target	Deliverable	(D= Date of issue of LOA)
I.	Data Center and Disaster Recovery	Fixing of Racks and wiring	D + 60 Days
	Supply of all material other than Servers, Switches, & UPS		D + 45 Days
	Supply of Routers, Servers and Switches		D + 60 Days
II.	Completion of Installation, Testing and Commissioning	Installation, Testing and commissioning of Servers, routers, switches, power supply, Fire and alarm detection, Firewall and installation of monitoring units at DC	D + 90 Days
		Installation, Testing and commissioning of Servers, router, switches and power supply, Fire and alarm detection, Firewall and installation of monitoring units at DR .	D + 100 Days

All timeline calculations are from the date of issue of LOA.

Bidders need to share their detailed project plan as per the schedule mentioned above. Time is the essence of the contract.

3.6 The first phase of deliverables also includes security verification and any major deficiency observed during verification, should be attended by the bidder before issue of PAC.

3.7 In case the security verification is declared unsuccessful, either on the basis of delay in implementation and/or on the basis of inability to adhere to the functional and operational requirements of the System, Railway will be within its right to take measures as detailed in Terms and Conditions of the Contract.

3.8 All spare items as mentioned in SOQ shall be supplied before issuance of PAC for first cluster station of RPF Thana/Chowki (including station where RPF/Than/Chowki is located and stations being recorded at that particular RPF Thana/Chowki).

3.9 Bidders in all cases are required to adhere to the project timelines and the project plan shared. In case of delay in implementation and/or on the basis of inability to adhere to the functional and operational requirements of the System as stated in this tender document, Railway will be within its right to take measures as detailed in Terms and Conditions of the SGCC 2020.

3.10 Railway Details:

Head Office	Address
Dy CSTE/Project	Dy Chief Signal and Telecom Engineer/Project, South Western Railway, Opp Divisional Manager Office, Keshwapur, HUBBALLI- 580020
	Fax: +91-836- 2269786 , Tel: +91-836-2326422 Email: dycstepubl@swr.railnet.gov.in / dycstepubl@gmail.com

3.11 Project Preparation

3.11.1 The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines indicating all important milestones with their timelines before the commencement of the project. PERT Chart shall be prepared and graphical presentation of Programme Evaluation and Review shall be shown.

3.11.2 Design and approval phase

3.11.3 The successful bidder shall conduct a detailed study of functional and technical requirements of the work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be tested, accepted and approved by Railways.

3.11.4 Design Document for proposed System shall be submitted for Approval of Railways. The same shall indicate all the components of the Edge infrastructure of the system including cameras, servers, storage, switches, routers, EMS etc. in addition to planning, assigning and Judicious use of public IPs for all the Network Nodes as per the scope of work and existing infra., Port planning of Routers, planning for migration of Existing working circuits of SDH to IP MPLS Router.

3.11.6 Installation, configuration and commissioning of software, hardware and equipment as per terms and conditions of the tender.

3.11.7 Carry out all the customization/configuration activities as identified during the Design phase by Railway.

3.11.8 Railways reserves the right to seek configuration of Hardware Supply to meet its requirements.

3.11.9 Material shall be supplied as per the progress of the work as decided by the Railway Engineer. First OFC, STP & Power cables to be supplied along with the pipes to start the physical work afterwards Equipment needs to be supplied. UPS should be supplied based onsite readiness to avoid battery drain. Contractor shall submit a certificate from the OEM that material has been procured from OEM or its authorized dealer and OEM is ready to extend necessary support during its warranty and maintenance period.

4.0 Payment Terms

Note: Currency for this contract is in Indian Rupees.

4.1 Payment Terms for Supply Items:

4.1.1 For hardware supply items, payments will be made for the material supplied in stages.

a) 80% payment of the items would be made on receipt and acceptance of material by the consignee duly inspected and on submission of the following documents, subject to any deductions or recovery which Railway may be entitled to make under the contract:

- i) Tax Invoice
- ii) Delivery Challan
- iii) Packing list
- iv) Factory Test Report
- v) Consignee receipt
- vi) Warranty certificate of OEM
- vii) Insurance certificate for transit insurance
- viii) Contractor's All Risk Insurance Policy

vii) Inspection certificate

ix) A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification of RDSO inspection certificate wherever applicable.

b) 10% payment of the value of items of Schedules shall be made by Railway on issue of Provisional Acceptance Certificate (PAC) for particular items.

c) Remaining 10% payments will be released along with the final Bill.

d) Security Deposit will be released on issue of Final Acceptance Certificate (FAC) after 3 years of maintenance period after deduction of penalty, if any.

4.1.1.1 10% payment of value of supply items, which could not be installed for want of site readiness, will be made on issue of PAC, as per the decision of Dy CSTE.

For spares, 10% will be made after the issue of PAC.

4.1.1.2 For software items, payment will be made for the software/licenses supplied in stages for various items supplied.

a) 40% payment of the items would be made on receipt of software/licenses by the consignee duly inspected and on submission of the documents.

b) 40% payment of the value of items shall be made by Railway on installation & commissioning of stations/sites

c) 10% payment on issue of Provisional Acceptance Certificate (PAC).

d) Remaining 10% payments will be released along with the final Bill.

4.1.1.3 (40% + 10%) payment of value of software items which could not be installed for want of site readiness or as per the decision of Dy CSTE, will be made on issue of PAC, each separately.

4.2 Payment of Other Items:

4.2.1 100% payment of items (except those mentioned in paras below) shall be made **by** Dy CSTE on successful Installation, Testing and Commissioning of the stations/sites.

4.2.2 Payment towards "Training of personnel over and above the on-site training during the installation, maintenance and supervision period as detailed in the tender document" shall be made **by** Dy CSTE on successful completion of specified trainings.

4.3 For AMC, a separate agreement will be executed by the concerned Division and payment for the same will be made by the respective Division.

4.3.1 For work at stations, Payment towards" AMC/Long term maintenance Support" would be paid quarterly by the concerned Division after satisfactory completion of AMC Services of that quarter and based on a certificate furnished by the concerned Railways representative of the Division.

4.4 All the invoices raised by the bidder will be raised in the name of Dy CSTE/Sr DSTE and corresponding payments will be made by Railway.

4.5 Accounting unit/bill passing unit for the supplies under SOQ is Dy CSTE/P/UBL. Bills to be submitted to the authorized representative of Dy CSTE for certifying receipt of material & services, for passing for payment. For AMC, Sr.DSTE of the Division will be nodal officer.

4.6 The breakup of taxes has to be furnished and the same should be reflected in the bills. All invoices will be raised by the contractor state wise.

4.7 In case of imported equipment

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by Railway.

5.0 Comprehensive Annual Maintenance Contract (AMC)

5.1 Bidder shall provide AMC support after successful completion of the maintenance obligations, for a minimum period of 5 years. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. Railways should be extended the benefits of software update/upgrades made by Bidder on the system from time to time to improve performance.

5.2 The rate for Comprehensive AMC shall be quoted as a percentage of the rate of Supply of that particular item. Rate shall be quoted for 1st, 2nd, 3rd, 4th and 5th year. Rate of Supply is defined as 100 percent in case of supply items and 90 percent in case of supply and installation items. The value of Comprehensive AMC Schedule will not be taken into consideration for evaluation of tender and will not form part of the contract agreement for this work. The Contract Agreement of Comprehensive AMC shall be executed separately after successful completion of Maintenance period to undertake maintenance, repairs and replacements of all type of equipment/ module/ card/ assembly/ sub-assembly and update/upgrade of software released during this period and /or which may fail in the system during AMC period. Security deposit shall be released to the contractor only after execution of Contract agreement for Comprehensive AMC or as decided by Dy. CSTE/Project/Hubballi. Taxes will be inclusive of the rate quoted. **The Annexure for quoting the percentage of AMC is in Para number 1.3 of Chapter 1.**

5.3 Separate agreement for AMC after completion of maintenance period shall be entered with the bidder by Railway. PBG for AMC cost as per GCC 2020 shall be submitted.

5.4 Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end of every quarter would be made by Railway after successful completion of AMC Services of that quarter and on the certificate furnished by concerned Railway SSE/T representative and officer in charge nominated by Sr DSTE

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM for extending technical support covering AMC period is required.

5.5 Service Level Agreement (SLA) and Penalties during AMC

5.5.1 The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the successful bidder to the Railway for the AMC period. The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of System. Non-compliance of SLAs will lead to penalties as defined in subsequent sections.

5.5.2 Penalties shall not be levied on the successful bidder in the following cases: -

- a) Non-compliance of SLAs has been solely due to reasons (acceptable to Railway) beyond the control of the successful bidder and
- b) There's a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.

5.5.3 Definitions

For the purposes of this SLA, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Up time, in percentage, of any

component (Non IT & IT) will be calculated as: Up- time = {1- [(Downtime) / (Total Time – Planned Downtime)]} * 100

- **“Downtime/ Non-Availability”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the bidder. For items being monitored/reported by EMS/NMS, downtime/non-availability will be reckoned from the time failure has been reported by EMS/NMS. For other item not being monitored/informed by EMS, down time/non-availability will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor (whichever is earlier). The bidder shall specify the details of a) Telephone no. for calling, b) Fax no., c) Mobile no. for calling & SMS, d) e-mail id, e) postal address for correspondence. **Non-availability of back-up/stand-by systems shall also be counted for downtime calculation.**
- **“Incident”** refers to any event / abnormalities in the functioning of the System specified as part of the Scope of Work of the Bidder that may lead to disruption in normal operations of the System.
- **“Helpdesk Support”** shall mean the L1/L2 Support Engineer at Divisional NOC which shall handle Fault reporting, Trouble Ticketing and related enquiries and also attend the failure during this contract.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk or EMS), in resolving (diagnosing, troubleshooting and fixing) the incident by making the service/component available to the user department.

5.5.4 Planned Downtime

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the Successful Bidder should take at least 10 days prior approval from Railway in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non movement period) and limited to max. 4 outages in a year. The bidder would ensure that the activities under the planned downtime are started only after getting the approval from the authorized representative of Railway. In case activities are carried out without approval, the time period shall be considered as downtime under SLA.

5.5.5 Measurement of SLA

The SLA metrics specifies performance parameters as baseline performance, lower performance and breach conditions. All station wise SLA calculations will be done on a monthly basis and penalties will be recovered on quarterly basis during AMC period. Payment to the successful bidder will be linked to the compliance with the SLA metrics.

5.5.6 SLA Matrix for AMC period:

S.N	SLA Parameter	Description/ Reporting	Target	Definition of Downtime	Monitoring Mechanism
1	Availability of hardware and Software.	Reporting per SSE/TELE	Uptime- 98% for VSS & 99.9% for IP MPLS/TCCS and 99% for	Shall include the service disruptions caused due to reasons including but not limited to camera failures, server failures,	Automated EMS Reports. In case EMS report is not available for the incident down time/non-availability will be reckoned from the

			IP Exchange (System functional for above up time to be measured on a monthly basis for a 24x7x365 period	software breakdowns, IP MPLS, TCCS, IP Exchange, VSS and electricity circuit breakdown (excluding AC Mains outage) or data network break down), Video Management, Viewing and Recording System,(24x7x365)	time contractor or his representative has been method at the address as specified by the contractor (whichever is earlier)
2	Workstation Unit	Same as above	Uptime- 98% (System functional at least 98% of time measured on a monthly basis for a 24x7x365 period	Shall include the disruption in display of IP MPLS,TCCS,IP Exchange, VSS, at system at the location of workstation installation caused due to reasons including but not limited to failure of Large format display, workstation, failures, networking device failures, UPS failures or data network break down.	Automated EMS Reports. In case EMS report is not available for the incident down time/non-availability will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor(whichever is earlier).
3	Availability Centralized help desk.	Two L1 Support engineer (for Network Routers and VMS, TCCS, System, server & storage system) 24x7 in Divisional NOC	Availability 100%	Non-availability	Attendance log/register mechanism to be maintained by bidder and shared with Railway every month. The actual availability on ground reported by Railway officials will also be cross checked and taken into consideration while finalizing SLA penalty.
4	Log and Response to issue raised	Response to an incident call will include sending a notification to the person raising the call, either through email or on Phone /SMS, acknowledging the call and informing him/her of the expected resolution time for the call. The contractor	98% (Log and response max. 60 minutes of min. 98% of incident raised)	Response to calls raised in more than 60 mins or non response	Automated reporting tool from helpdesk

		and respond to 98% of all the incident calls registered within the stipulated time frame of max. 60mins			
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Note: Period for SLA calculation: Monthly

5.5.7 Penalty

Penalty table includes a penalty that would be levied on the successful bidder on non achievement of SLAs defined above. Slabs have been created for each SLA and a penalty would be imposed on the bidder as per the SLA achievement/non achievement for the period under consideration. System downtime/Non availability will be calculated as per monitoring mechanism defined in the SLA matrix.

- Annual Maintenance Charges shall be paid on quarterly basis at the end of the quarter, subject to the deduction for the down time mentioned below.
- SLAs will be monitored and reported through EMS/NMS on a monthly basis to the Railway by the 5th working day of each month or decided by the Railway.
- Penalties shall be calculated and are to be deducted from the Annual Maintenance Charges on quarterly basis.
- Penalty during AMC Period

SN	Penalty Description	
1a.	Availability of Cameras, Servers & NMS/EMS servers	Penalty to be charged on a quarterly basis of AMC cost for that month.
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%
b	Availability of Servers of IP MPLS & TCCS & NMS/EMS	Penalty to be charged on a quarterly basis of AMC cost for that month.
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%
c	Availability Servers of IP Exchange & NMS/EMS	Penalty to be charged on a quarterly basis of AMC cost for that month.
	Above or equal to 98 %	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%
2	Availability of Workstation units	Penalty to be charged on a quarterly basis of AMC cost for that month
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%
3	Availability of L-2 support	Penalty to be charged on a quarterly basis of AMC cost for that month
	Equal to 100%	No penalty
	Below 100% to more than or equal to 95%	5%
	Less than 95%	10%

4	Log and Response to issue raised	Penalty to be paid on a quarterly basis of AMC cost for that month
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%

In addition to the above penalty for breach of the SLA parameters, No payment for the month would be made for the all stations under (including stations located at that particular SSE/T Jurisdiction) where the down time observed would be more than 20% for Availability . In case of frequent SLA breaches, Railway reserves the right to forfeit the R-PBG submitted by the bidder. The R-PBG submitted by the selected bidder, shall remain valid during AMC Period plus three months.

5.6 Manpower Support

Bidder shall keep three competent Engineers in each division i.e. Hubballi, Bangalore, Mysore during AMC period. One competent Engineer shall be available in Divisional NOC in Day hours and shall come to NOC in case of failure during odd hours and he shall be reachable 24x7. Bidders shall keep two competent engineers for field Maintenance. The Field engineer will visit the total installation sites once in Quarter month or earlier if the situation warrants with the provision that monthly/quarterly reports of the failures and health of the equipment is generated from the NMS/EMS and submitted to the Purchaser. Additional manpower, if considered necessary, shall be provided by the contractor to stabilize the network. The bidder shall arrange the suitable replacement in case the assigned competent engineer goes on leave or is unavailable due to any other reason to ensure uninterrupted support services.

6.0 Public Procurement (Preference to Make in India), Order 2017

1.Letter issued by Department of Industrial Promotion and Policy (DIPP) (now renamed as the Department for Promotion of Industry and Internal Trade (DPIIT)) under the Ministry of Commerce and Industry regarding PPP-MII policy issued vide their order No. P-45021/2/2017-PP (BE- II) dated 16-09-2020, (as amended from time to time) shall be applicable for this tender.

The said DOT letter dated 31st August 2021 quoted initially in tender document has since been kept in abeyance as communicated by DOT letter dated 27th September 2021 and hence is not applicable for this tender.

This work is an Integrated work - to establish a unified communication system over South Western Railway that creates IP MPLS backbone , sets up various applications of SIP exchanges ,VOIP based train control communication system on IP-MPLS and also migration of existing communication circuits on to IP-MPLS.

In as much as the objective of work is to ensure a converged communication system , it is mandatory that the work is carried out as turnkey, comprehensive contract where in the contractor is responsible for design ,supply ,installation, configuration ,commissioning and also integration of the various applications to be implemented and performance monitored from by zonal / divisional controls to ensure reliable functioning of Mission Critical applications .

As such this work is clearly indivisible in nature consisting of subworks of network/s applications that can't be segregated. Hence Make in India Guidelines will be applicable on the overall value of work only.

{ Para number 10.0 of the Special Conditions of Contract (SCC) pertains to Eligibility criteria-technical eligibility criteria; where in separate similar works were defined for the 3 sub works of IP MPLS network ,video surveillance system, VOIP based TCCS/ SIP exchanges. Barring submission of Technical credentials of having executed a similar work, **for all other practical purposes the project is a single work.** }

The proposed format for certification of compliance to DPIIT guidelines is as under:

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India issued vide Notification No: P-45021/2/2017-PP (BE- II) dated 16-09-2020.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India for the purpose of assessing the LC.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2020**.

I agree to maintain all information regarding my claim for LC in the Company's record and shall make this available for verification to any statutory authorities for minimum two years

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity):
2. Date on which this certificate is issued:
3. Telecom Product/Services/Works for which the certificate is produced:
4. Procuring agency to whom the certificate is furnished:
5. Percentage of LC claimed:
6. Name and contact details of the unit of the manufacturer:
7. Total Bill of Material:

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Name, Designation and Contact No. of bidder and date>

7.0 Earnest Money Deposit

Earnest Money Deposit (Bid Security) shall be governed by Railway Board letter no 2020/CE-I/CT/3E/GCC/Policy Dated 30.12.2020. Bid security Declaration is enclosed as Annexure- I

8.0 Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a) (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a) (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

9.0 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with the bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-II**. Non submission of above 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 by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

(b) (i) 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 any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or

One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note: This work involves 3 distinct Components i.e IP MPLS Network (Rs 28,03,14,591.47/-), Video Surveillance System (Rs 35,67,81,178.5/-), VOIP Based TCCS / SIP Exchange (Rs16,83,11,298.54/-) . The Similar nature of work is as below

For IP-MPLS network-

Design, supply, configuration, installation and commissioning of a network with IP based Technology having IP-MPLS backbone spread over geographically dispersed, remote point of Presence site/locations spanning multiple Cities/Towns along with provision of Network Management System for the entire network

For Video Surveillance System

Design, supply, configuration, installation and commissioning of IP enabled video surveillance system with video management servers, in Federated and multi-tenant Architecture, spread over geographically dispersed, remote sites /locations spanning multiple towns/cities

For VOIP TCCS /SIP Exchanges

Design, supply, configuration, installation and commissioning of IP based telephony by Provision of IP server based IP- PBX /SIP exchanges

The certificate in the format given in Annexure IV shall be submitted along with offer ,in support of work carried out by the tenderer. This certificate shall be issued by the executive of the unit for which the similar work/works has/have been executed. Without this certificate, the offer will be summarily rejected and the offer will be invalid.

The supporting documents in support of the above Work Done certificate are attached as Annexure V, VI, VII the same shall be submitted by the tenderer along with the bid.

In view of the criticality of IP-MPLS for the overall work, a declaration shall be submitted by the tenderer certifying that he is experienced in the installation and commissioning of the IP MPLS and L3 switches proposed to be supplied or alternately the IP MPLS and L3 switches proposed to be supplied have been installed and working on a network . Declaration form is enclosed as Annexure VIII.

In addition to above , as the entire system of converged communication system is dependent on backbone of IP-MPLS, the bidder shall give the following certification

“Bidder certifies that MPLS router offered must comply with RDSO TAN i.e. STT/TAN//IP-MPLS/2020 Ver 01 dated 16.12.2020 and if during commissioning it is found that MPLS Router doesn’t comply any protocol as per RDSO TAN i.e. STT/TAN//IP-MPLS/2020 Ver 01 dated 16.12.2020, then Bidder is liable for penalty including forfeiture of Performance Guarantee”

Barring submission of Technical credentials of having executed similar work/works as per above para, **for all other practical purposes ,the project is a single and integrated work.**

Note for b(i): Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria.

(b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (iii) 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 (a) (ii) of Part-II of GCC or through subcontractor fulfilling the requirements as per clause 7 of Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Signal and Telecom Engineer 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.

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 Part-II of GCC, with prior approval of Chief Engineer in writing.

Note for Item 10.1:

Work experience certificates from private individuals shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 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 opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized 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 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 received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Note for 10.2: Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

10.3 Bid Capacity: The tender/technical bid will be evaluated based on the bid capacity formula detailed as Annexure-III.

10.4 No Technical and Financial credentials are required for tenders having value up to Rs 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 for the relevant date. 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.

[Explanation for clause 10 including clause 10.1 to 10.5 - Eligibility Criteria:

1. 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 fulfillment of credentials.
2. If a work is physically completed and a completion certificate to this extent is issued by the concerned organization but the final bill is pending, such work shall be considered for fulfillment of credentials.
3. If a part or a component of work is completed but the overall scope of the contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
6. 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 the previous entity and his share in the present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * 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 a 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.
7. 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 a 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 other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of the credentials of the 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 a copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
9. 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.

10. 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.
11. 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 the partnership firm shall remain the same as it is without any change in their value.
12. 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.
13. In case a tenderer is LLP, the credentials of the tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.]

11. DELETED

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____, _____ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (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 / HUF 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) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in clause 10 above.

(a)HUF:

(i) A copy of notarized 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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in clause 10 above

(b) Partnership Firm:

(i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet).

(c) Joint Venture (JV): The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).

(d) 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) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 above.

(e) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 above.

(f) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of the Certificate of Registration

(ii) A copy of Deed of Formation

(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) All other documents in terms of explanatory notes in clause 10 above.

(v) If it is NOT mentioned in the submitted tender that the 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.

(vi) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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 the tender offer submitted.

(vi) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vii) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railways may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, coordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted **even if** such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

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 authorized 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 gazette 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 authorized 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, the 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 Clause shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

17.5 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV 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. (The MoU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).

17.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., 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 allowed to be altered during the currency of contract except when modification becomes 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/award), 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 of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, the contract is liable to be terminated. In case the contract is terminated, the railway shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract.12.1 The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

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

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV 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 notarized copy of the Partnership Deed,
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized 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.

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

- (i) A copy of notarized affidavit on Stamp Paper declaring that 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 Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

17.14.4 All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

17.14.5 All other documents in terms of explanatory notes in clause 10 above.

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

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

- (a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each **other** member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily 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

- (i) **The technical eligibility for each component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share'. Each other**

member of JV shall have technical capacity of minimum 10% of the cost of any component of work i.e., each JV member must have satisfactorily 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.

OR

(ii) The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of work. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which

a tender is invited, one similar single work for a minimum of 10% of cost of any component of work. Note for Clause 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 partner 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 firms should have either been registered with the Registrar or the partnership deed should have been notarized prior to the 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 tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm

after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer 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 tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

18.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

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

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

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender: (i) A notarized copy of partnership deed. (ii) A notarized 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. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. (iv) All other documents in terms of explanatory notes in clause 10 above.

18.12 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 10 above.

19. Security Deposit & Performance Guarantee

Security Deposit & Performance Guarantee shall be governed vide clause 16 of Part-II of IRSGCC – 2020 as amended from time to time.

Percentage of Performance Guarantee shall be governed by Railway Board letter no 2020/CE-I/CT/3E/GCC/Policy Dated 20.11.2020.

20. FORCE MAJURE CLAUSE

If at any time, during continuance of this Contract, the performance, whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, strikes, epidemics, quarantine, restrictions, lockouts, statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in- after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Railways and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause the railways may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed.

20.1 Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

(ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer

or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

(iii) Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to an other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

20.2 Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

S.No.	Duration of extension of time under Clause 17-B	Rate of Liquidated Damages
(i)	Up to Twenty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.10% of contract value for each week or part of the week
(ii)	Above Twenty percent but upto Thirty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.20% of contract value for each week or part of the week
(iii)	Above Thirty percent but upto Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.30% of contract value for each week or part of the week
(iv)	Above Forty percent of original period of completion including period of extension of DOC granted under Section 17A(i)	0.50% of contract value for each week or part of the week

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time

allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

20.3 Bonus for Early Completion of Work: In case of open tenders having value more than Rs 20 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out the bonus. The maximum bonus shall be limited to 3% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.

21. VARIATION IN CONTRACT QUANTITIES:

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual items of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (d) Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value items 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.
 - d.(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
 - d.(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
 - d.(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

21.1 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or

additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

22. In case where decrease is involved during execution of contract:

- a) The contract signing authority can decrease the items upto 25% of individual items without finance concurrence.
- b) For decrease beyond 25% for individual items or 25% of contract agreement value the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining "No Claim Certificate" from the contractor and with finance concurrence giving detailed reasons for each such decrease in the quantities.
- c) It should be certified that the work proposed to be reduced will not be required in the same work.
- e) 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.
- f) No such quantity variation limit shall apply for foundation items.
- g) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- f) For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers the revised value of the agreement lies.
- g) For tenders accepted by General Manager, variation upto 125% of the original agreement value may be accepted by /General Manager.
- h) For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.

The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

23. VITIATION CLAUSE:

Railway will exercise control over the aspect of vitiation of tender with respect to variation in quantities and take action as under:

In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderer, the vitiation shall be to 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. Vitiating amount shall be worked out for each and every on-account bill when the value of the work executed reaches 50% of the agreement value and the vitiated amount shall be adjusted at every stage.

24. MAINTENANCE PERIOD:

The Contractor shall maintain the work in all respects including material & works free of charge for any defect & fault for a period of 36 months from the date of issue of Provisional Acceptance Certificate.

25. INCOME TAX:

Income tax will be deducted at 2% (two percent) and also surcharge if any at source from each bill unless otherwise authorized by the Income-Tax department.

26. DELETED

27. DETERMINATION OF CONTRACT:

Determination of contract shall be governed vide clause 61 & 62 of Part-II of IRSGCC – 2020 as amended from time to time.

28. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

Settlement of Disputes in connection with the contract shall be governed in terms of Para 63 and 64 of IRSGCC 2020(Part – II) as amended from time to time through correction slips / modifications issued to IRSGCC by the Railway Board.

29. CONTRACTOR'S VEHICLES, PLANT & MACHINERY ETC.:

- a) The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- a) Necessary permit/interstate permits for the movements of vehicles/Plant & machinery shall be arranged by the contractor.
- b) Breakdown to transport vehicles, machinery etc., if any, will be on the contractor's account.
- c) Accidents, if any, to his vehicles, Plant and Machinery or to persons would be the responsibility of the contractor and the Railway will not be responsible for the damage or compensation thereof.

30. USE OF CONTRACTORS VEHICLES, PLANT & MACHINERY ETC., FOR ACCIDENT RESTORATION WORKS:

- a) The vehicle and equipment of contractors are liable to be drafted by the Railway Administration in case of accidents / natural calamities involving human lives for speedy restoration work.
- b) For payment purpose, this item will be operated as a Non-Schedule (NS) item, duly negotiating rates as per the conditions of contract
- c) Contractor/Tenderer shall furnish the details of vehicles/equipment available with them to keep a record of the same.

31. PRICE VARIATION: Not applicable to this tender.

32. SITE ORDER BOOK: 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. This register shall have entries on a day-to-day basis regarding the progress of work. Record should also be kept with joint signature of Railways & firms representative for all release wiring (if any) too. This should be produced during the inspection & check of Railway engineer in-charge along with drawing showing new installation locations.

33. STORES TO BE SUPPLIED BY CONTRACTOR:

- a) All materials mentioned in the schedule of material and works required for the execution of the contract, shall be arranged and supplied by the Contractor as to realize the end objective.
- b) The material mentioned in the schedule shall be supplied in the stores of the SSE/Stores/S&T/Proj/UBL/SBC/MYS.
- c) The material required for work at site will be issued to the contractor by Stores In charge. The transportation of material from stores to the site of work will be the responsibility of the contractor. Railways will pay transportation charges per ton/Km transported from Railway stores to

- e) the nearest Railway station of the work site.
- f) The contractor will be responsible for the safety of the material at site from the date of issue to the date of commissioning of the system.
- f) Stores In charge will keep record of material on day-to-day basis in summarized form and shall convey monthly position of store (supplied by and issued to the contractor) to the engineer in-charge of the work.

34. SUPPLY OF TECHNICAL LITERATURES, DOCUMENTATION, DRAWINGS, INSTRUCTION BOOK & COMPLETION PLANS ETC.

- 34.1** The supply of equipment and materials shall include supply of six sets of printed documents with each equipment from original equipment manufacturers as given in technical supplement.
- 34.2** Except where printed documents are supplied with each equipment by the original equipment manufacturer, all other documentation and information shall be prepared using CAD & Computer. All the documentation and drawings etc. shall be supplied in six sets of CDs. The drawings etc. shall also be supplied in 6 sets on J.K. Copier/maplitho white paper to facilitate taking out copies on plain paper copiers. In addition, six complete sets of such documents shall also be supplied for ready use duly bound in good plastic folders.
- 34.3** For the provision of Work shall include supply of following documents.
 - a) Initial approval of layout plan.
 - b) Cable Route Plan duly indicating the protective measures taken along with their locations.
 - c) Reports of testing and measurement of various parameters for equipment, cables and earthing arrangements etc.
 - d) Wiring diagram and layout of equipment in RPF Thane, Station, ofc huts, Exchange, DC, DR, office Buildings & other locations.
 - e) Any other details which Railways feel necessary during /after completion of the work.

35. FUTURE AVAILABILITY OF SPARES AND ADDITIONAL PARTS:

For future expansion maintenance of the system, spares and additional parts or other components shall be required by the Railways. Tenderer shall guarantee that Spares and such additional parts will be supplied as and when railways place order for the same therefore firm has to give full detailed specification of the items being used & supplied by him as ordering details. Tenderer shall also warranty that this material will be supplied at a rate not exceeding the rate accepted by the Railways which is shown in the break-up of the costs in Schedule of Work up to the expiry of maintenance period. Any order placed by railways on the Contractor within the expiry of maintenance period will be fully honored and the materials will be supplied within the period of 60 days or as required by the railway. The fact that the contractor is supplying some materials from a 3rd party will not absolve the Tenderer from his responsibility.

36. TEST & MEASURING INSTRUMENTS, SPECIAL TOOLS AND INSTALLATION MATERIAL:

- 36.1** All tests and measuring instruments and other arrangements required for all the acceptance tests shall be made available by the contractor free of cost for conducting the tests.
- 36.2** Special tools required for installation and maintenance of all the equipment shall be arranged by the contractor in adequate quantities. The contractor shall provide all installation material for complete commissioning of the system.
- 36.3** Details of special tools, such as card extractor, Krone tool, electrostatic safety band, set of screwdrivers etc with their quantities recommended for maintenance purpose and unit prices shall be indicated as optional items to facilitate Railways to take up the installation themselves in future.

37. INSPECTION OF MATERIAL:

- 37.1** The inspection of material shall be done by RDSO/RITES/Consignee as given in Inspection Clause for Schedule of Work, where ever schedule include both supply and labour portion only material will be inspected by the agency mentioned in schedule and the labour portion will be inspected by the consignee The charges for the inspection of items done by RITES/RDSO will be borne by the Railways. In case of Consignee inspection, Engineer in-charge of the work or Railway

- representative nominated by Dy.CSTE/Project/DSTE/P will carry out inspection in the factory /assembling unit /Railway premises. All the inspection charges should be borne by the contractor.
- 37.2** All equipment, materials, fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory premises/assembling unit, before dispatch and no materials shall be dispatched from the manufacturer's factory/assembling unit prior to inspection and/or approval by the Railways. The purchaser or his representative may also inspect the materials again at the contractor's depot or at site. The Purchaser or his representative shall have the right to be present during all stages of manufacturing and test process and shall offer reasonable facilities for inspection and testing of the material at all stages so as to satisfy himself that the materials are in accordance with the specifications and approved drawing/designs. Any undue delay in inspection will be on reasonable ground for extension of time for completion of the work.
- 37.3** Materials put up for inspection shall be exactly of the type, quality and quantity laid in the schedule of materials. Any variation shall require the prior approval of the Railway before the material is manufactured, tendered or offered for inspection.
- 37.3** All materials that are not covered under the specifications, designs and drawings of RDSO/TEC etc. shall be procured from the manufacturers of repute/their-authorized dealers. Such materials are to be approved by the engineer. The contractor is required to produce a test certificate from the manufacturer.
- 38.** The cost of services of Railway Engineers or other personnel for inspection of material will be to the Railway's account subject to other provisions herein contained. The Contractor shall give at least Two weeks' notice to the purchaser or his nominee to enable him to arrange necessary inspection.
- 39.** During the execution of the contract, samples may be taken from all the materials 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 free of cost to the Railways.
- 40.** The decision of the purchaser or his successor shall be final in respect of acceptability of any material, equipment etc. required for the work. The cost of equipment and materials, all tests and/or analysis performed for inspection shall be borne by the Contractor as applicable.

41. INSPECTION OF WORKS

- 41.1** 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 or design in comparison to what is called for in the specification. 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 in-charge of the work for which no additional payment will be borne by the Railways.

41.2 SITE INSPECTION

The contractor has to arrange the Road Vehicle to the use of the Railway Officials for inspection of works as per site requirement. No separate payment will be made for this.

42. INSPECTING OFFICER – POWER OF REJECTION

- 42.1** To reject any items submitted as not being in accordance with the tendered technical specification.
- 42.2** To reject the whole of the installment offered for inspection, if after inspection the inspection authority is satisfied that the material offered for inspection is unsatisfactory.
- 42.3** To mark the rejected stores with a rejection mark, so that they can be easily identified if resubmitted.
- 42.4** The inspecting officer's decision as regards the rejection shall be final and binding on the contractor.

43. CONSIGNEE'S RIGHT OF REJECTION:

- 43.1** 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 or under the direction of 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 whatsoever.
- 43.2** When any stores delivered at the consignee's depots are rejected, this shall be removed by the contractor within 15 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and account.
- 43.3** The purchaser shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period the rejected stores are not removed after the aforementioned period.
- 43.4** Stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station where they were dispatched. If the contract is placed for delivery F.O.R. station of dispatch, the contractor shall pay the carriage charges on the rejected consignment at Public Tariff Rates from the station of dispatch to the station where they were rejected. If the contractor prefers to take back the goods at the station from which they were dispatched, the goods shall, in addition, be booked back to him, freight to pay at Public Tariff Rates and at owner's risk.

44. CONSEQUENCES OF REJECTION:

- 44.1** If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery; the purchaser shall be at liberty to:
- a) Request the contractor to replace the rejected store forthwith but in any event not later than period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on the or any other account.
 - b) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final), without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract,
- OR
- c) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not readily available, in the opinion of the purchaser, which shall be final) at the risk and cost of the contractor.

45. RIGHT TO RAILWAY TO KEEP BACK FROM THE CONTRACT OR ANY PORTION OF THE 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 that any time after acceptance of the tender, to keep back from the contract and carry out the work or any portion of work, through any other agent. No claim for compensation/loss or whatsoever on this account will be entertained by the Railways.

46. EXECUTION OF WORK

- 46.1** All the work shall be executed in strict conformity to the provisions of the contract document and with such explanatory detailed drawings, specifications and instructions as may be approved from

time to time by the Railways, based on detailed design and engineering carried out by the contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workmanlike 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 Railways.

47. ENGAGEMENT OF TECHNICAL STAFF BY THE CONTRACTOR:

- a) The Contractor shall employ the following technical staff during the execution of this work and the staff deployed shall have adequate experience and thorough knowledge of the works being executed.
 - (i) If the cost of the work is less than Rs. 25.00 lakhs, one Diploma holder shall be engaged. If the cost of the work is more than Rs.25 lakhs and less than Rs.2.00 crore, one Graduate Engineer shall be engaged. If the value of the work is between Rs.2.00 crore and Rs.10.00 crores, two graduate Engineers shall be deployed. One additional graduate engineer for every additional Rs.10 crores is also required. For works costing more than Rs.10.00 crores, one of the graduate Engineers should have very good experience in the field and shall be reputed.
 - (ii) Diploma holders can also be engaged in lieu of graduate Engineers at two Diploma holders for each graduate engineer.
 - (iii) Technical Staff stated above should be available at site to supervise the work continuously and to take instructions from Engineer-in-charge.
 - (iv) In case the Contractor fails to deploy technical staff as aforesaid, a sum of Rs. 15000/- p.m (Rupees fifteen thousand only) for each month of default in case of a Graduate Engineer, and Rs. 8000/- p.m (Rupees eight thousand only) in case of a Diploma holder, will be recovered from the bills.
 - (v) The list of technical staff being engaged by the contractor shall be submitted to the Engineer-in-charge within 15 days from the date of issue of LOA and the approval of Engineer is to be obtained for engaging them for this specified work.
 - (vi) The period of deployment of technical staff covers from 15 days after the date of issue of letter of acceptance till completed works are handed over to the Railway.
- b) The decision of the Engineer-in-charge as to the period for which the required technical staff was employed by the Contractor on this account shall be final and binding on the contractor.

48. INSPECTION AND MAINTENANCE OF SITE:

- 48.1 The Contractor before tendering shall inspect the site of work, examine the nature of soil to be excavated, nature of work to be executed, checkup the availability of working space and other constraints if any and also acquaint himself of the available access to the site of work and make due provision in the rate for all such contingencies.
- 48.2 The contractor shall make his own arrangement for site clearance, clearance of debris, jungle, bushes etc., without any extra payment. If any heavier materials like Railways sleepers etc., are to be shifted from the site of work, the same should be carried out by the contractor for which separate payment will be made under relevant items of SOR 2011 (S.Railway). Contractor is also responsible to clear all construction debris, labour camps and surplus materials from the site of work without any extra payment as and when these are not required for the progress of the work.

49. SERVICE ROADS:

The Railway does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor. In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect and shall not compensate the contractor in any way.

50. WATER AND ELECTRICITY FOR WORKS

50.(1) Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

50.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

50.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.

50.(4)(a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

51. MEASUREMENT OF WORKS

Payments for the works shall be made in accordance with approved designs and drawings and measured in relevant units. The measurements will be made generally in accordance with standard engineering practice and in conformity with the General Condition of Contract.

52. MEANING AND INTERPRETATION BY RAILWAYS TO BE FINAL

All measurement, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Purchaser or by the Purchaser Engineer shall be final and binding and shall be considered "accepted matters" in terms of conditions laid down in the General Conditions of Contract.

53. DEDUCTION FROM ON ACCOUNT PAYMENT BILLS

- 53.1 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 progress payment Bills/Invoice of Contractor, as and when it is understood that such an expenses has been incurred or paid for.
- 53.2 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.

BID SECURITY (EMD) DECLARATION

I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I..... (*Name and designation*)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) **and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five year

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

TENDERER'S CREDENTIALS (BID CAPACITY)

For tenders costing more than Rs 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:

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

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 have been invited.

B = Value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next 'N' years.

Note:

- (a) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by a Chartered Accountant.
- (b) In case of JV, the tenderer(s) must furnish the details of existing commitments and balance amount of ongoing works with each member of JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by a 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 the 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 requirements

Format for
WORK DONE/PERFORMANCE CERTIFICATE

This is to certify that M/s _____ is a working contractor of this Unit and the following information is furnished as per the request of contractor.

Name of the work	
Name of agency	
Letter of Award No and Date	
Contract Agreement No.	
Value of work(in Rs.)	
Date of Commencement	
Date of Completion	
Payment made against the work up to date including all statutory deductions(in Rs.)	
Payment received for the Sub component of work * carried out in this work	
Performance	

* It is certified that design of Video surveillance system under the above work has been done in federated, multi tenant architecture(applicable for VSS work only)

**Signature of Executive or authorized officer of the
Unit/organization for which work has been executed**

*Sub component means IP MPLS work or Video Surveillance System or VOIP Based TCCS / SIP Exchange,as is the case, and shall be specified clearly .

ANNEXURE – V**Sub-Work A: IP- MPLS**

Sr. No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of work of IP MPLS		
7	No of geographically dispersed locations in which work has been done for		
8	No of cities/ towns covered with the network under the above work		

Signature of the Tenderer

ANNEXURE – VI**Sub-Work B: Video Surveillance System**

Sr. No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of work of Video Surveillance System		
7	No of geographically dispersed locations in which work has been done for		
8	No of cities/ towns covered with the network under the above work		

It is certified that design of Video surveillance system under the above work has been done in federated, multi tenant architecture

Signature of the Tenderer

ANNEXURE – VII**Sub-Work C: VOIP based TCCS /SIP Exchanges**

Sr. No	Description	Details by the tenderer	Remarks, If any
1	Name of the Work		
2	Value of the work		
3	Letter of Award No and Date		
4	Original Period of completion		
5	Extended period of completion		
6	Portion of IP server-based IP- PBX /SIP exchanges done in above work		

Signature of the Tenderer

It is certified that

MPLS router offered complies with RDSO Technical Advisory Note i.e. STT/TAN//IP-MPLS/2020 Ver 01 dated 16.12.2020 .If any discrepancy is found during commissioning ,I am liable for penalty including forfeiture of Performance Guarantee.

I also declare that

(please tick one of below

1. We have experience in the installation and commissioning of the IP MPLS and L3 switches proposed to be supplied.

Or

2. It is verified that IP MPLS routers and L3 switches proposed to be supplied have been installed and working smoothly. If necessary , a site visit can be arranged , on advice .

(Authorized Signatory)

Signature of the Bidder