

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empanelled Business Associate/
Channel Partners/ System Integrators**

For

“Request for Proposal (RFP)

For

**Supply, Installation, Testing and commissioning of IP-MPLS network equipments at
various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of
Central Railway for unified communication backbone on Indian Railways.”**

EOI No: RCIL/WR/MUMBAI/Mktg/25-26/02 dated 17th April, 2025

EOI NOTICE
RailTel Corporation of India Ltd,
Western Railway Microwave Complex, Senapati Bapat Marg,
Mahalaxmi, Mumbai – 400013

EOI Notice No: RCIL/WR/MUMBAI/Mktg/25-26/02 dated 17th April, 2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners/ Business Associates/ Channel Partners/ System Integrators who are registered under the category of “Telecom/ Network Services and Its Operations and Maintenance” & “Common Category for IT-ICT Works (includes hardware, software and Services)” for the selection of suitable partner for “Supply, Installation, Testing and commissioning of IP-MPLS network equipments at various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of Central Railway for unified communication backbone on Indian Railways” as per Tender No: CR-BB-SNT-P-TELE-2025-02 dated 13/02/2025 and any other addendums/corrigendum/documents contained within and related to the same.

The details are asunder:

1	Last date for submission of Technical Packet against EOIs by bidders	25 th April 2025 at 15:00 Hours
2	Opening of Technical Bid of EOIs	25th April 2025 at 15:30 Hours
3	Number of copies to be submitted for scope of work	One
4	EOI fees inclusive tax (Non-refundable)	Rs.10,000/-
5	EMD	Rs. 12,27,018/- in the form of online transfer as EMD along with submission of EoI response.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No, date of payment, etc.

RailTel Bank Details: Union Bank of India, **Account No.** 317801010036605, **IFSC Code** - UBIN0531782.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

1. Level 1

Contact Name: Sh. Saish Sankhe

Designation: Deputy Manager/Marketing

E-Mail Address: saish.sankhe@railtelindia.com

Mobile No: +91-8999292981

2. Level 2

Contact Name: Sh. Viplov Nath Mishra

Designation: Deputy General Manager/ Marketing

E-Mail Address: viplovnmishra@railtelindia.com

Mobile No: +91- 9004444124

Note:

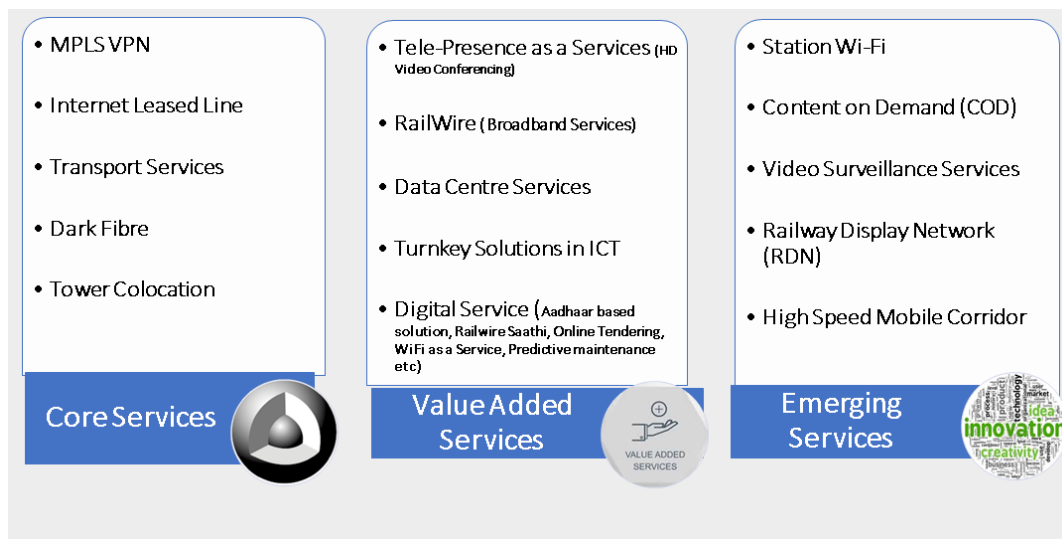
1. Empanelled partners are required to submit soft copy of technical packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOI response is invited from eligible **Empanelled Partners of RailTel only**.
3. All the document must be submitted with **proper indexing** and **page no**.
4. This is a **post partnership arrangement with empanelled business associate of RailTel for execution of end customer RFP**. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for post-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOI Response.
5. Partner has to submit their response as an individual organization only. No consortium is allowed. The Bidder has to be an empanelled partner of RailTel.
6. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
7. All Bidders to sign and stamp RailTel's EOI and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Mini Ratna Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth&above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps & above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps

c) DATA CENTER

- Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications
- Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.

d) National Long Distance:

Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators

- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth&above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

e) High-Definition Video Conference:

RailTel has unique service model of providing high -definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

f) Retail Services – RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering & maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,68,000 subscribers on PAN Indian basis. RailTel can provide broadband service across– Government PSU or any organization’s officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in RFP floated by end Customer organization for “Implementation of unified communication infrastructure comprising IPMPLS LAN infra, VOIP exchange, IP based control communication and replacement of UTN over Western Railways” with tender Ref. No. WR-SnT-STTD-23-2022R2 dated 26/06/2023.

RailTel invites EOIs from RailTel’s Empaneled Partners / Business Associates/ Channel partners/ System Integrators for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding customer local environment.

3.Scope of Work

The scope of work will be as mentioned in the end Customer organization Tender for “**Supply, Installation, Testing and commissioning of IP-MPLS network equipments at various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of Central Railway for unified communication backbone on Indian Railways.**” with reference no.- CR-BB-SNT-P-TELE-2025-02 dated 13/02/2025 with latest amendment/ Corrigendum/ Clarifications.

The broad scope of deliverables is provided below for reference: -

Supply, installation, commissioning and implementation of following items of various specifications:

- E1 cards, Patch Cord, Routers, Rack, Switch, SFP
- Network Management System (NMS) inclusive of Software,Hardware and Perpetual Licenses for Network Elements, PC Workstation/ Maintenance Console, HD Monitor, Mobile application for Event Notification Gateway and NMS Server,
- Armored Optical Fiber Cable, power cables, Telephone cables, CAT-6 Cable, lying/drawing/blowing of cables, Ducts, Patch cords, Pipes (GI,DWC, etc)
- Sensors, Batteries, UPS

- Training of personnel

*Details of items with quantities is elaborated in Annexure-10 of this EOI in tabular form along with budgetary pricing. Items are not limited to the above mentioned.

The above scope of work is indicative, and the detailed scope of work is given in the end customer tender documents with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP and corrigendum/addendum released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum, and corrigendum, associated prime service agreement (PSA/MSA/SLA also included.)

Business associate can participate as a sole bidder only. No consortium is permitted. Bidder must be RailTel's empaneled partner (BA/CP/SI/DSP) and will be responsible for all the conditions mentioned in this and the end customer RFP.

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in soft copy through an email.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 120 days from the date Bid submission date issued by the end Customer organization for which bid is going to submit.

4.5 Bid Earnest Money (EMD)

4.5.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any bank in India in favour of “RailTel Corporation of India Limited” along with the offer. This will be called as **EOI EMD**.

4.5.2 Offers not accompanied with valid EOI Earnest Money Deposit shall be summarily rejected. EMD if paid via online transfer then the details of the payment (UTR No, Payment Date, etc) should be accompanied along with the bid.

4.5.3 In case if offer is selected for bidding, the partner has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer’s Bid or as applicable) for the bid to RailTel. The selected Business Associate shall have to transfer the balance EMD in proportion to the quoted value/scope of work to RailTel before RailTel’s submission of bid to end customer as applicable.

4.5.4 **Return of EMD for unsuccessful Business Associates:** EOI EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process.

4.5.5 **Return of EMD for successful Business Associate:** EOI-EMD & Earnest Money Deposit (balance proportionate EMD) if applicable and Integrity Pact BG of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel’s EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.6) from Business Associate whichever is later.

4.5.6 **Forfeiture of EOI EMD or EOI EMD & EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:**

The EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.

In case of non-submission of SD/PBG (as per clause no. 4.6) lead to forfeiture of EMD and Integrity Pact and or suitable action as prescribed in the EMD Declaration shall be initiated as applicable.

Having participated with another party/consortium apart from RailTel in RailTel’s end customer Tender.

Partial or non submission of EMD/Tender Fees or both.

4.6 Security Deposit / Performance Bank Guarantee (PBG)

In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.

As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.7 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.8 Modification and/or Withdrawal of EOI response

EOI response once submitted will be treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.9 Details of Financial bid for the above referred tender

Business Associate meeting eligibility criteria and lowest price will be selected for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

In case if there are Two or more Business Associate meeting eligibility criteria and quoting same price, then negotiation will be conducted within these Sole partner in the second stage for the given scope of the work and Sole bidder with overall lowest (L1) offer will be selected for optimizing technical and commercial solution.

The final bid for the tender will be prepared jointly with the selected Business Associate so that the optimal bid can be put with a good chance of winning the Tender.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into an agreement with selected bidder with detailed Terms and conditions.

5. Eligibility Criteria for Bidding Business Partner of RailTel

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
A)	Financial Conditions	
i)	Sole bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card

S No	Particulars	Criteria for Tender Package
		(Mandatory Compliance & Document Submission)
ii)	Sole Participating bidder should have cumulative annual turnover of at least INR 25 Cr. for last three years (FY 21-22, 22-23, 23-24).	Turnover Certificate issued by the Chartered Accountant for sole bidder. Certificate should contain UDIN no. issued by ICAI
iii)	Sole partner should also have a positive net worth & be profitable in each of the last 3 financial years (i. e. FY 21-22, 22-23, 23-24).	Positive Net Worth and Profitability Certificate issued by the CA for the last three financial years (i.e. FY 21-22, 22-23, 23-24). Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	Experience in Supply, Installation, Testing and Commissioning of IPMPLS equipment during the last three (7) years from the date of submission of bid. Value of project 1) One Project of 60 % of Scope Value 2) Two Project of 40 % of Scope Value 3) Three Projects of 30% of Scope Value	Work Order + Completion/commissioning Certificates from the client OR Work order + Self certificate of completion (Certified by the authorized signatory); OR Work Order + Phase Completion along with payment proof from the client OR self-certified by authorized signatory.
v)	The bidder should have a minimum of 50 staff on its payroll	Certificate from HR Department of Sole Bidder
vi)	Sole Bidder must be registered with the Goods and Service Tax (GST) Authorities	Valid Goods and Service Tax (GST) Registration Certificate.

6. Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and emailAddress	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the	

	tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

7. Evaluation Criteria

7.1 The Business Associates are first evaluated on the basis of the Eligibility Criteria as per clause 5 above.

7.2 The Business Associate qualifying the Eligibility criteria will be selected for optimizing technical and commercial solution so that most winnable solution is submitted to end customer.

7.3 In case if there are two or more Sole Bidders meeting eligibility criteria then the price bids will be sought from these Sole Bidder in the second stage for the given scope of the work and Sole Bidder with overall lowest (L1) offer will be selected for optimizing technical and commercial solution.

7.4 RailTel reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.5 All General requirements mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8 Withdrawal of Bids

A Bidder wishing to withdraw its bid shall notify to RailTel by e-mail prior to the deadline prescribed for bid submission. The notice of withdrawal shall be addressed to RailTel at the address named in the Bid Data Sheet, and bear the Contract name, the <Title> and < Bid No.>, and the words “Bid Withdrawal Notice.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s EMD.

9 Evaluation Process

The evaluation process of the bid proposed to be adopted by RailTel is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that RailTel may adopt.

RailTel shall appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements.

RailTel may waive any informality or non-conformity in a bid which does not constitute a material deviation according to RailTel.

The bid prices should not be mention in any part of the bid other than the Commercial Bid. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid and forfeiture of EMD.

10 Performance Bank Guarantee

The Bidder shall at his own expense, deposit with RailTel, an unconditional and irrevocable Performance Bank Guarantee (PBG) from nationalized banks as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.

This Performance Bank Guarantee will be submitted within 21 days of the notification of award of the contract/ Letter of Acceptance (LOA) issuance whichever is earlier. If PBG is not submitted within this time frame a delayed PBG penalty will be attracted. Post 21 days and upto 60 days from date of notification of award of the contract/ Letter of Acceptance (LOA) issuance a penalty at 15% per annum interest of LOA amount will be levied as delayed PBG penalty and this penalty will be deducted from the Invoices & EMD of the Bidder. After these 60 days if PBG is not submitted then it will be assumed that the Bidder is not interested in submitting PBG and the Amount of PBG along with the delayed PBG penalty calculated will be retained from Invoices & EMD of the Bidder. Non submission of PBG can also lead to cancellation of contract and the decision with respect to whether, to retain the PBG Amount and penalty from Invoices & EMD or cancellation of contract, will be at the sole discretion of RailTel. In the event of cancellation of contract EMD will be forfeited. If PBG is retained from Invoices & EMD then the PBG Amount only and not the penalty attracted will be paid to the Bidder in such a case post the contract period plus three months (expected PBG validity date) are over after deducting any applicable deductions (eg: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to 5% of the total contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder. The Performance Bank Guarantee format can be found in this document.

The Performance Bank Guarantee may be discharged/ returned by RailTel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the Bidder being unable to service the contract for whatever reason, RailTel would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the Contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. RailTel shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

The 30days' notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be invoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

RailTel shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

11 Rights to Terminate the Process

RailTel may terminate the bid process at any time and without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This bid document does not constitute an offer by RailTel. The Bidder's participation in this process may result in RailTel selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

12. Payment terms

- 12.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 12.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end customer organization and upon submission of correct Tax Invoices as per statutory norms.
- 12.3 The Payments received from end customer will be disbursed Scope wise to the selected BAs. The BA selected for a particular scope will receive payments once end customer releases payments for the specific scope.

13 SLA

The selected bidder will be required to adhere to the SLA matrix as defined in the end Customer organization tender for his scope of work and the SLA breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified in the Tender. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also

included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

Note:

- 1. Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid**
- 2. All Documents and requirements like EMD, Tender Fees, PBG, Contract Agreement to be shared/executed Back to Back as per the end customer RFP/Tender with Tender No. CR-BB-SNT-P-TELE-2025-02 dated 13/02/2025.**
- 3. In case of any discrepancy or ambiguity in any clause /specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/ MSA/ SLA also included.)**
- 4. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per RFP/ Tender.**
- 5. All required MAFs is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

Annexure 1: Format for COVERING LETTER (to be submitted by sole Bidder)

COVERING LETTER (To be on company letter head)

EoI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

SUB: Participation in the EoI process

Having examined the Invitation for EoI document bearing the reference number _____ Dt. _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document.

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

We hereby Submit EMD amount of Rs. _____ issued vide _____ from Bank _____.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 2: Format for Self-Certificate & Undertaking (to be submitted by sole Bidder)

Self-Certificate (To be on company letter head)

EOI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Sub: Self Certificate for Tender, Technical & other compliances

1. Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
2. We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected sole partner/lead partner after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected sole bidder fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected sole partner bidder.
3. We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
4. We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
5. We hereby certify that any services, equipment and materials to be supplied are produced in eligible source country complying with OM/F. No. 6/18/2019 dated 23rd July 2020 issued by DoE, MoF.
6. We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
7. We understand and agree that RailTel is intending to select a sole bidder who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
8. We hereby agree to submit that in case of being selected by RailTel as sole bidder for the proposed project (for which EOI is submitted), we will submit all the forms, appendix,

relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.

9. We hereby undertake to sign Agreement, Pre-Contract Integrity Pact and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 500/- in the prescribed Format.
10. We undertake that we will not submit directly or indirectly our bids and techno-commercial solution/association with any other organization once selected in this EOI (before and after submission of bid to RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 3: Undertaking for not Being Blacklisted/Debarred (to be submitted by sole bidder)

EoI Reference No: _____ Date: _____

To,

RailTel Corporation of India Ltd.
Western Railway Microwave complex,
Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013

Dear Sir,

Subject: Undertaking for not being Blacklisted/Debarred

We, <Company Name>, having its registered office at <Address> hereby declares that that the Company has not been blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date.

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:

Annexure 4: Format of Affidavit (to be submitted by sole bidder)

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY SOLE PARTNER ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 500/-. The paper has to be in the name of the BA) **

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

M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ Dt. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE ADVOCATE

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by BA. Attestation before Magistrate/ Notary Public.**

Annexure 5: Draft Non-Disclosure Agreement

(To be submitted on a Rs. 500 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between _____ (“Department”) and _____ (“Company”). Whereas, Department and Company have entered into an Agreement (“Agreement”) _____ effective _____ for _____ and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party’s data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, “Department” shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - c. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - d. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - e. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or
(ii) the request of the other party therefore.
 - f. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
- 3. Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
- 5. Remedies.** Company acknowledges that

(a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department;

(b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and

(c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition, Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred appropriately to RailTel/ stakeholders/ partners/ patrons
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.
 - b. The place of arbitration shall be Mumbai.
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive

jurisdiction of Courts and/or Forums situated at Mumbai, India only.

- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to _____ years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department

Name:

Title:

WITNESSES:

1. _____

2. _____

For Company

Name:

Title:

WITNESSES:

1. _____

2. _____

Annexure 6: Integrity Pact

(To be executed on Rs. 500/- Stamp Paper)

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2024

BETWEEN

RailTel Corporation of India Ltd (a Govt of India Enterprise under Ministry of Railways) having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi-110023 and Regional Office at Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai – 400013, hereinafter referred to as “The Principal”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns
AND

<Bidder Name> having its registered office at <Bidders Registered and Branch Address (if any)> hereinafter referred to as “The Bidder/ Contractor/ Concessionaire/ Consultant” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for ‘Implementation of unified communication infrastructure comprising IPMPLS LAN infra, VOIP exchange, IP based control communication and replacement of UTN over Western Railways’. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Contractor(s)/Concessionaire(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under: -

Article – 1: Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the Tender for, or the execution of a contract, demand take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude all known prejudiced persons from the process.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC / PC. Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not use improperly for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India. If any similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any. Further details as mentioned in the 'Guidelines on Indian Agents of Foreign Suppliers' shall be disclosed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent /Representative have to be Indian Rupees only.
- e. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.
- h. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall wait for their decision in the matter.

Article – 3: Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
2. If the Bidder/Contractor/Concessionaire/Consultant has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/Contractor/Concessionaire/Consultant for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor/Concessionaire/Consultant and the amount of the damage. The exclusion will be imposed for a maximum of 1 year.

3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
4. The Bidder/ Contractor/Concessionaire/Consultant will its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/Concessionaire/Consultant shall be final and binding on the Bidder/ Contractor/Concessionaire/Consultant, however, the Bidder/ Contractor/ Concessionaire/ Consultant can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, Bidder/ Contractor/Concessionaire/Consultant shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Principal, the exclusion of the Bidder/Contractor/Concessionaire/Consultant could be revoked by the Principal if the Bidder/ Contractor/Concessionaire/Consultant can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/Concessionaire/Consultant’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/or demand and recover liquidated and all damages as per the provisions of the contract/Concession agreement against Termination.

Article – 5: Previous Transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years immediately before signing of this integrity pact with any other Company in any country conforming to the anticorruption/Transparency International (TI) approach or with any

other Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgression of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors

1. The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Contractors/Concessionaire/Consultant and Subcontractors.
3. The Principal will disqualify from the Tender process all Bidders who do not sign this Pact violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article – 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder/Contractor/Concessionaire/Consultant accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Concessionaire/ Consultant. The Bidder/ Contractor/ Concessionaire/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractors(s) with confidentiality. The Monitor has also

signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, RailTel and recuse himself/herself from that case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Concessionaire/Consultant. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice any transgression as given in Article- 2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit non-*binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the CMD, RailTel within 8-10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded (In case of BOT projects). It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by CMD of RailTel.

Article – 10: Other Provisions

1. This pact is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant is a partnership or a Joint Venture partner, this pact must be signed by all partners or members.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.
5. Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in Integrity Pact shall prevail.
7. Any dispute/differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
8. The actions stipulated in the integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this pact at the place and date first done mentioned in the presence of following witnesses:-

(For & On behalf of the (Principal)

(For & On behalf of Bidder/Contractor/
Concessionaire/Consultant)

Place:

Date:

Witness 1:

Witness 2:

Annexure 7: Complete EoI Examination & Nil Deviation Certificate

(To be submitted by Bidder)

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete EoI Examination & Nil Deviation Certificate

Ref: EoI Number: _____ Dated: _____

Dear Sir,

We <Bidder Name> having completely examined the referred EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI, conclude that we have understood the Terms & Conditions of the EoI and its subsequent addendums & corrigendum (if any) and any other documents/its addendums/corrigendum referred in this EoI. We declare that we have sought all clarifications for the same from RailTel or its end customer for anything contained in this EoI & any other documents/its addendums/ corrigendum referred in this EoI and have been satisfied with the clarifications to the fullest extent and there are no terms, clauses, conditions, etc which are ambiguous.

We also declare that there is no deviation from adhering to anything that is contained in this EoI and any other documents/its addendums/corrigendum referred in this EoI and that any deviation later raised by us shall lead to forfeiture of the Bid/Contract at complete discretion of RailTel.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 8: Back to Back Compliance Certificate

(To be submitted by Bidder)

To
Deputy General Manager/ Marketing
RailTel Corporation of India Ltd
Western Railway Microwave Complex
Senapati Bapat Marg, Near Railway Sports Ground
Mahalaxmi, Mumbai – 400013

Sub: Complete back to back Compliance Certificate

Ref: 1) EoI Number: _____ Dated: _____

2) Tender Reference No: CR-BB-SNT-P-TELE-2025-02 dated 13/02/2025 and all of its addendums/ corrigendum's & published documents

Dear Sir,

Considering reference 1 & 2 we would like to declare that we have read and understood the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI thoroughly. We would like to give you our back-to-back compliance for all the tender terms and conditions, clauses, timelines, deliverables and anything explicitly mentioned in the EoI, its corrigendum and any other documents/its addendums/corrigendum referred in this EoI.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone and Fax :
E-mail address :

Annexure 9: Performance Bank Guarantee Format

(For a sum of x% of the value of the contract as per RailTel's end customer RFP/tender)
(Stamp Duty to be confirmed by RailTel in co-ordination with RailTel's Legal Department)

Ref. No. :
Date :
Bank Guarantee No. :

To
<Insert complete postal address>

THIS INDENTURE made this <current date> day of <current Month> 2024, BETWEEN THE <Bank Name>, a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at <Address>, and its corporate office at <Address>, India and having one of its Branch Office at <Mumbai Branch Office> (hereinafter referred to as "the Bank" which expression shall be deemed to includes its successors and assigns) of the first part and

<Bidders Company Name> a company incorporated under the Indian Companies Act 1956 having its Registered Office at <Address>, Corporate Office at <Address> and its Regional Office at <Mumbai Office Address> (hereinafter referred to as 'the Contractor/s') of the second part and

RailTel Corporation of India Ltd (hereinafter referred to as 'RailTel') of the third part WHEREAS the Contractor/s have submitted to RailTel EoI/Quotation for the execution of Implementation of unified communication infrastructure comprising IPMPLS LAN infra, VOIP exchange, IP based control communication and replacement of UTN over Western Railways vide <EoI No> Dated <Date of EoI> and the terms of such EoI/Tender/Quotation/contract require that the Contractor/s shall deposit with RailTel as the security a sum of Rs. <Amount>/- (in figures and words<in words> only Including all Taxes and contingencies and any other costs mentioned as per LOI and RailTel Terms)AND WHEREAS if and when any such EoI/Tender/Quotation is accepted by RailTel the contract to be entered into in furtherance thereof by the Contractor/s will provide that such deposit shall remain with and be appropriated by RailTel towards the security deposit to be taken under the contract and be redeemable by the Contractors/ if they shall duly and faithfully carry out the terms and provision of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the Contractor/s are constituents of the Bank and in order to facilitate the keeping of the accounts of the Contractor/s, the Bank with the consent and concurrence of the Contractor/s has requested RailTel to accept the Guarantee of the Bank hereinafter contained, in place of the Contractor/s depositing with RailTel the said sum as security as aforesaid AND WHERE AS accordingly

<Bank Name>has agreed to accept claim from RailTel upon demand in writing, whenever required by him, from time to time upto <Date (contract period + 3 months)> so to do, a sum not exceeding in the whole Rs. <Amount>/- (in figures and words <in words> only incl of Tax) under the terms of the said EoI/Tender/Quotation and/ or the Contract. The Bank Guarantee is valid up to<Date (contract period + 3 months)>.

Notwithstanding anything what has been stated above, <Bank Name> liability under the above guarantee is restricted to Rs. <Amount>/- (in figures and words <in words>only incl of Tax) and guarantee shall remain in force up to <Date (contract period + 3 months)> unless the demand or claim under this guarantee is made on us and we receive in writing on or before <Date (contract period + 3 months)> all your rights under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter whether or not the original bank guarantee is returned to us.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of 2024 at

For <Bank Name>

For<Company Name>

Authorized Signatories

Authorized Signatories

EMP No. _____

EMP No. _____

Annexure 10: BoQ

Schedule () A- IPMPLS system for Central Railway (Mumbai, Bhusawal, Nagpur, Pune and Solapur Divisions).Division wise quantities are available in part-C of:Scope of work-para 22 in Customer Tender Document.					
S.No. of Cutomer SoR	Item Code	Item Qty	Qty Unit	Unit Rate (with GST)	Total Amount (With GST)
		A	B	C	D = A x C
15	Description:- Supply of 10/100/1000 Base-T Copper Ethernet Transceiver SFP Module with all accessories. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	40.00	Numbers		
16	Description:- Supply & Installation of PC work station/ Maintenance console and it shall comply with para No.G of RDSO technical Document No: STT/TAN/IP-MPLS/2020 version 2.0 or latest. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by RDSO.	61.00	Numbers		
17	Description:- Supply and installation of 55 inch FHD Large Format display of Industrial grade with standard wall mount bracket and should have 03 years warranty. Make/ model LG 55SM5KE of LG make or Similar model of LG, Sony or Samsung only. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	63.00	Numbers		
18	Description:- Supply of Portable Digital console as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	48.00	Numbers		
19	Description:- Supply of 19", 42U Floor Stand Rack for Networking/ Server as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	331.00	Numbers		
20	Description:- Supply of 32U Rack Enclosures Networking/ Server Rack as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	30.00	Numbers		

21	Description:- Supply of 19", 24 U rack as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	20.00	Numbers		
22	Description:- Supply & Installation of 9U size Rack wall mountable as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	105.00	Numbers		
23	Description:- Supply of 48V SMPS Based battery charger on 2+1 configuration using 3 module of 25 AMP each having FR-BC/ FR-FC, along with potential free contacts for monitoring , suitable for VRLA as well as for conventional Batteries as per RDSO/SPN/TL/23/99 Ver 4 or Latest. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by RDSO.	166.00	Set		
24	Description:- Supply, wiring and installation of Maintenance free VRLA Battery set of standard make similar to Exide / Amara Raja, 2V per cell, 200 AH capacity in stack of 24 cells for giving a out put voltage of 48V complete with associated base plates interconnecting cables, connectors for the rows and cells with all accessories as per RDSO Specification No. IRS 93/96(A) Amdt.1 or latest. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by RDSO.	166.00	Numbers		
25	Description:- Supply & installation of CYGNUS 845-4P or similar multiple media auto changeover converter as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by RITES.	52.00	Pair		
26	Description:- Transformer Based Inverter 1 KVA Input 48 Volt DC output 220-230 Volt AC adjustable, 50Hz Sinewave, LCD display indicating DC input AC output, load & temperature. warranty period one year. Transformer should be of copper winding. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	50.00	Numbers		

27	Description:- Supply of Class B&C surge protection Device (SPD) type I & II with visual indication and potential free contact to remote monitoring as per RDSO spec No. RDSO/SPN/165/2012 version 3.0 or latest and IEC standard 61643 for signals line 230 V AC application with handling lightning surges of 10/350 microseconds and switching surges of 8/20 microseconds. One set consists of 3 Nos of SPD (Two Nos of B Class (L N, N-E) and one no of C class (L-N) all enclosed in a box with KEMA or VDE certified as per latest IEC 61643-11-2011 standard class B&C surge protection device required with Three modules only.(For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	331.00	Numbers		
28	Description:- Supply of Cable fault locator as per specification. Make :Tempo, Stanlay or Greenlee. Module : SIDEKICK PLUS 1155-5001. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). ion by RDSO. (Inspection by Consignee.)	1.00	Numbers		
29	Description:- Supply of Optical Power meter with Visual Fault Locator similar to Techtest 4 in 1 Optical Power Meter with Laser Light -50 +26dbm Fiber Optic Tester Electric Meter Network Cable Tester Led Light Optical Power Meter Vfl Visual Fault Locator 2mw. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	85.00	Numbers		
30	Description:- Supply of Tool Kit consisting of Optical power meter (Fiber shot 9990V), Multimeter (Fluke101), Ethernet Crimping Tool (Standard Make), VHF programming kit, Wrist ripper (Standard Make), Universal Spanner Set (Taparia),Screw Driver Set (Taparia-7 Pieces set), Cutting plier (Taparia), Wire Stripper, Industrial grade USB to Serial cable (Trendnet) with all accessories or Similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	15.00	Numbers		
31	Description:- Supply of Krone tool for inserting wire into insulation-displacement connectors.KRONE Tool shall be of original KRONE make only. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	402.00	Numbers		
32	Description:- All in one Crimping Tool for crimping RJ45, RJ12, RJ11 modular connectors, with flat cable cutter and stripper steel construction with ratchet mechanism. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	360.00	Numbers		

33	Description:- Supply of LAN TESTER compatible and suitable with Cat 5,Cat 6e cable & RJ 45. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	399.00	Numbers		
34	Description:- Supply of report printing terminal similar to HP LaserJet Tank MFP 2606sdw Printer of make HP, EPSON, Brother. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.) Inspection by Consignee	35.00	Numbers		
35	Description:- Supply of Report Generation Unit similar to Canon Laser Mono Computer Printer for A3 size paper Canon R (Canon Mono Laser A3 Printer LBP 8100n (Duplex or Optional.) OR Similar, Specification.Canon Laser Mono Computer Printers for A3 paper size (Canon) Model Canon Mono Laser A3 Printer LBP 8100n. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.)(Inspection by Consignee.)	5.00	Numbers		
36	Description:- Supply of Table with chair as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	46.00	Set		
37	Description:- supply of furniture for OFC room.1. Executive chair revolving (Godrej) make PCH-7102) bearing series low back floated chair normal arms cushioned chair 03 nos. 2.Executive table size (Godrej make T-9) 72*36*30" with 03 Nos. drawers one side locked cabinet on other side. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	30.00	Set		
38	Description:- Supply new cup board almirah with crc sheet and good quality paint size 6 feet x 3 feet. Make godrej or similar as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	20.00	Numbers		
39	Description:- Training of Railway staff at the factory premises of manufacturer of IP-MPLS equipment (or) at a reputed training institution as approved by railway executive in charge as per RDSO technical document no. STT/TAN/IP-MPLS/2020 Ver2.0 or latest and as specified in Part-D (Guidelines for Installation and Execution part) of tender document. (Unit Man Week). (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	180.00	Man-Week		

40	Description:- Supply and installation of DC Power distribution panel to cater DC power requirements of IPMPLS/ STM Multiplexers/ PD Muxes / EOW / FANS to be fixed in 19" rack. (Minimum 8 Nos of DC distribution arrangement with MCB's of suitable rating for -ve. Connecting copper strip for +ve). (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	318.00	Numbers		
41	Description:- Supply of 16 Ampere 2 Pole DC MCB as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	295.00	Numbers		
42	Description:- Supply of 32A Two pole DC MCB as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	110.00	Numbers		
43	Description:- IO sensors custom Hardware as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	30.00	Numbers		
44	Description:- Supply of 100 pair Krone Terminal Box complete with mounting arrangement.Made of MS sheet of thickness 0.8mm.Cable entry hole with washers.Color powdered coated.Back mount frame plate.10No.s of Krone modules.Each krone module with 10 ports. Suitable to connect 0.6mm wire. Lock and Key system. Make: BSNL/ KRONE/ IHT or similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	120.00	Numbers		
45	Description:- Supply of 100 pair Krone type connectors with mounting base unit and with CT Box [non metallic]. Necessary required materials shall be supplied by the contractor. Make- Phonics or Similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	62.00	Numbers		
46	Description:- Termination of 100 pair Krone type connectors and terminating of pair cable with Teak wood plank as directed by engineer at site. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	62.00	Numbers		

47	Description:- SUPPLY OF 12 PAIR C.T BOX (METAL BOX) WAGO TYPE WITH DISCONNECTION AND RECONNECTION FACILITY. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	168.00	Numbers		
48	Description:- Supply of Media converter with required accessories and including all necessary connecting cable Make HCL/Digisol/Dlink/Mrotek/iball or similar and as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	50.00	Numbers		
49	Description:- Supply of 10 pair Disconnecting IDC Module (Krone type) of Make Krone, Baton, MX only. Firm to submit documentary evidence with supply that item is procure from OEM. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	8400.00	Numbers		
50	Description:- Laying of OFC/ STP/ Power/ data/ Telecom/ PA cables in trenches & casing along with fixing of casing capping.clamps and hose to be provided by firm where ever bends/ curves, as per the instruction of site Engineer. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	15000.00	Metre		
51	Description:- Supply of 0 db optical connector. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	16.00	Numbers		
52	Description:- Supply of 5 db optical connector. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	16.00	Numbers		
53	Description:- Supply of 10 db optical connector. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	16.00	Numbers		
54	Description:- Supply, installation, testing & commissioning of Ring Earth as per RDSO Specification No. RDSO/SPN/197/2008 or latest amendment and RDSO drawing No. SDO/RDSO/E&B/001 and 002. All the consumables for mounting the copper tape/bus bar, copper lugs with stainless steel nut and bolts, copper bus bar etc. will be supplied by the contractor. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). supply material will be inspected by RDSO Installation will be inspection by	64.00	Set		

	Consingee).				
55	Description:- Supply of Maintenance Free Earth As per RDSO/SPN/197/2008 or latest consisting of :1) Copper bond steel electrode 3 Mtr long 17 mm dia with copper bonding thickness of min.250 micron & UL listed & marked -01 No 2) Earth enhancement compound RDSO Approved in sealed bag of 10Kgs- 03 No 3) Copper strip 150x25x6 mm - 02 No 4) Copper strip 300x25x6 mm -01 No 5)35 Sqmm Copper Cable to connect earth electrod to MEEB-15 Mtr Approx. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by RDSO.	185.00	Set		
56	Description:- Installation of unit earth as per RDSO/SPN/197/2008 ver I or latest, to construct earthing of ≤ 1 Ohm consisting of a. digging the earth to required depth, insertion of electrode, filling of earth enhancing compound & construction of chamber, measurement of earth value and all other work of earthing as per code of practice. All the consumables for mounting the copper tape inside the relay room, Exothermic weld materials andtools & fixtures for the welding Copper tapes andElectrodes etc shall be arranged by the contractor. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.).Inspection by Consingee.	185.00	Numbers		
57	Description:- Supply, installation, testing and commissioning of Portwise analog extension licenses.The system shall be compatible to the existing Server/system exchange over Bhusawal division. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	500.00	Numbers		
58	Description:- Supply of Paramite Battery Wire / Cable 16 Sq.mm size 126/0.4 mm upto 1100 V, Flexible, Single Core, PVC Insulated, Unsheathed, shall be conforming to as per RDSO Specification No. conforming to RDSO Specn.No. RDSO/PE/Spec/TL/0027-2002 (Rev 0) or later. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	1250.00	Metre		
59	Description:- Supply and installation of 1 KVA UPS of Tata Libert, APC or Microtek make only.(For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). (Inspection by	100.00	Numbers		

	Consignee.)				
60	Description:- Supply of Network Monitoring System equivalent to HP 68.6 cm (27) All-in-One Desktop PC 27-cr0403in 13th Generation Intel Core™ i7 processor Windows 11 Home Single Language with Microsoft office 68.6 cm (27) diagonal FHD, Antiglare IPS display with Intel UMA Graphics 16 GB DDR4 RAM 1 TB SSD Solid State Drive Or with Latest higher configuration. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	11.00	Numbers		
61	Description:- Supply of STP CAT-6 Networking Cable, having identification marks at regular interval, make D-Link OR Finolex OR Sterlite OR Digilink. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	10370.00	Metre		
62	Description:- Supply of UTP CAT-6 cable with identification marking on cable at regular interval as per technical specifications in Part-D (technical specification of Material) of tender document. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	68625.00	Metre		
63	Description:- Supply of switch board cable 0.5 mm / 50 pair as per Specification No GR/WIR-06/03 Mar2002 or latest of Finolex/ Havells/ Delton or similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee).	500.00	Metre		
64	Description:- Supply of 20 pair Switch board cable of 0.5mm dia conductor as per TEC Spc: GR/WIR- 06/03 of march 2002 make delton/ Finolex/ Polycab or similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	6000.00	Metre		
65	Description:- Supply of switch board cable 0.5 mm/ 10 pair as per Specification No GR/WIR-06/03 Mar2002 or latest of Finolex/ Havells/ Delton or similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by consignee.	1600.00	Metre		
66	Description:- Supply of multi strand PVC insulated flexible power copper cable, size: 3 coreX2.5 sqmm individually PVC insulated & overall PVC sheathed 1.1 KV Grade conforming to IS :694 and 8130. Make: HAVELLS /FINOLEX /POLYCAB /KEI or similar. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee..	3000.00	Metre		

67	Description:- Supply of PVC flexible copper cable single core, multistrand 1x25 Sq.mm (196 conductor each diameter 0.40 +/- 0.01) as per IS 2465/1984 & IS 694/2010 with latest amendment if any with insulation thickness of 1.2 mm nominal conductor resistance 0.780 ohms/km and test parameters are as per IRS (S) 76/89 (Amd.3). (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	1.50	Kilometre		
68	Description:- Supply of PVC Casing Caping Ivory/ White Colour, Size 25 mm x 25 mm. Length, Fire Proof, Shock Proof, Termite Proof. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	7000.00	Metre		
69	Description:- Supply of PVC Rigid/Conduit pipes and its fixing accessories 25mm x 1mm thickness of Precision/ PLASTO/ Presto teak make or similar. Sample to be approved before supplying. (For this item, rates taken notionally as one paise (Rs. 0.01). Pl. ignore this rate and fill your rate in the rate column.). Inspection by Consignee.	3000.00	Metre		
Total Amount					

Note: Bidder has to quote the item wise unit rate in column C and total item wise rate in column D



Central Railway

Tender Document

Name of the Work: Supply, Installation, Testing and commissioning of IP-MPLS network equipments at various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of Central Railway for unified communication backbone on Indian Railways.

TenderNoticeNo.CR-BB-SNT-P-TELE-2025-02

Office of the
Dy.CSTE (Project), Mumbai.

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Part –A

Notice Inviting Tender

NIT HEADER

Name of Work	“Supply, Installation, Testing and commissioning of IP-MPLS network equipments at various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of Central Railway for unified communication backbone on Indian Railways.”		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	15/04/2025 15:00		
Pre-Bid Conference Required	YES	Pre-Bid Conference Date Time	03/03/2025 15:30
Advertised Value	75,31,00,974.73/-	Tendering Section	PROJECT
Bidding Style	Single Rate for Each Schedule Item		
Earnest Money/ Bid security (Rs.)	39,15,600/-	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	12 Months
Contract Type	Works	Contract Category	Expenditure
Ranking Order for Bids	Lowest to Highest	Are Joint Venture (JV) firms allowed to bid	Yes
Number of JV Members allowed	2	Number of Consortium Members allowed	No
Are Consortium allowed to bid	No		
The prospective tenderers are requested to visit the website https://www.ireps.gov.in for all the details of tender from time to time before the date of closing for submission of tender to note any changes / updates / corrigenda, if any.			
Tenderer should participate electronically only in above E-tender through website https://www.ireps.gov.in & submission of manual offers against E-tender is not allowed. Manual offers, if submitted shall neither be opened nor be considered.			
For any enquiry, may contact at our office address of Dy.CSTE/Project/BB Address: Dy.CSTE (Project) Mumbai Office of Sr.DSTE/Co. (Mumbai),			

**1st Floor Parcel Building,
above Platform no. 13,
CSMT Station Mumbai 400001.
Mob No.:8828119803
Email id:dycsteprojectbb@gmail.com**

Part –B

Instructions & Guidelines for Submitting e-Tenders

INSTRUCTIONS & GUIDELINES FOR SUBMITTING e-TENDERS

REVISED AS PER GCC APRIL 2022

- A. All information and documents submitted by the tenderer shall be complete and legible. In case of any information/document submitted by the tenderer, as visible/downloaded from IREPS portal, being incomplete or illegible, the offer shall be evaluated based on the information/document submitted by the tenderer and legible to Railway. Decision of Railways in this regard shall be final and binding on the tenderer.
- B. Tenderers shall go through the entire tender documents and familiarize themselves with schedule of work, scope of work, conditions of contract, technical specifications, regulations of the tender etc. and submit their offer complete in all respects, duly furnishing all the documents and details required for a valid offer. Railway reserves the right to evaluate the tenders as per their own standards/practices. No claim of the tenderer shall be entertained/accepted on account of any ignorance of the tenderer, any information/document not submitted by them or any incomplete/illegible document submitted by them.
- C. Tenderer/s are advised to read the instructions given below and strictly ensure that all the compulsory & important documents as mentioned herein, are uploaded before submitting their tender. No document submitted after Tender Closing Time shall not be considered for evaluation of tender, unless specifically mentioned in this tender document.
1. Submission of tenders shall be **ONLY** through e-tendering on the website www.ireps.gov.in
 2. **The tenderer shall clearly specify whether the tender is submitted on his own (proprietary Firm) or on behalf of a Partnership Firm/Company/Joint Venture (JV)/Registered Society/Registered Trust/Hindu Undivided** er(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.

3. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship Firm /Partnership Firm/Joint Venture/Registered Company etc , then the tender shall be treated as having been submitted by the individual who has signed the tender.

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

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

Tenderer shall download and submit Tender Document with the Digital Signature Certificate (DSC) in the name of participating Tendering Firm (Proprietorship/Partnership Firm / Company / Joint Venture (JV) / Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc as applicable) or the person authorized to submit the Tender.

Digital Signature of Tenderer/Authorized Signatory on Tender Document &all Supporting Document.

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

(Ref: Clause 14(i), 14(iii) & 15 of TENDER FORM (Second Sheet) of GCC APRIL 2022).

4. The tender must be accompanied by a **Bid Security** as mentioned in Para 5 of Part-1, Instruction to Tenderers (ITT) of GCC APRIL 2022, Para 6(a), 17.5 & 18.6 of TENDER FORM (Second Sheet) alongwithAnnexure-VIA of GCC APRIL 2022, failing which the tender shall be summarily rejected.
5. Following documents tabulated at Sr. NO (1) to (17) below, should be furnished alongwith tender and should be submitted online at the time of tender bidding. **Tenders not accompanied by these documents will be summarily rejected.** No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard. Railways may however call for the originals of the credentials for verification or any clarifications/confirmations on the contents of the documents submitted.

<p style="text-align: center;">List of mandatory documents to be submitted</p> <p>Note - Digital Signature of Tenderer/Authorized Signatory is mandatory on the following document.</p>	
Sr.No	Details
(1)	Tender document
(2)	Tender form(First Sheet) (Ref: Annexure-I to Part-I of GCC APRIL 2022).
(3)	The tender must be accompanied by a Bid Security as per GCC clause No.5 in part I
(4)	Works(s) completion certificate(s) as per the requirement of Technical eligibility criteria as per Clause no 5 of Part –E (Special Conditions of Contract) of Tender Document(Ref:Clause 10.1 and for tenderer participating as JV firm Clause 17.15.1 of TENDER FORM (Second Sheet) of GCC APRIL 2022 as modified vide Special Conditions of Contract and Appendix-IIA of Tender Document.
(5)	Documents as per the requirement of financial eligibility criteria as per Clause no 5 of Part –E (Special Conditions of Contract) of Tender Document (Ref:Clause 10.2 and for tenderer participating as JV firm Clause

	17.15.2 of TENDER FORM (Second Sheet) along with Annexure-VIB of GCC APRIL 2022)	
(6)	Documents for evaluating the Bid Capacity , for tenders having advertised value more than Rs.20.00 crore (Ref:Clause 10.3 and for tenderer participating as JV firm Clause 17.15.3 of TENDER FORM (Second Sheet) along with Annexure-VI of GCC APRIL 2022 and Appendix-III).	
(7)	Certificate , stating that the tenders/s are liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual, as per Annexure-V and V(A) – if applicable (Ref:Para 6.1 of Part-1, <u>Instruction</u> to Tenderers (ITT) of GCC APRIL 2022).	
Sr. No	Requirements	Documents required/Remarks
(8)	Whether the tender is submitted on his own (Proprietary Firm) /Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.	<p>Attested copies of the constitution of their concern, GST Registration certificate and copy of PAN Card along with their tender. Tender Documents to be signed by person legally competent to sign them.</p> <p>If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership Firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.</p> <p>A copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender etc.</p>
(9)	Tenderer (Other than JV) has to submit all the documents as mentioned below.(Ref: Clause 14(ii) (a) to (c), (e) to (g), (iv) and 18.10 of TENDER FORM (Second Sheet) of GCC APRIL 2022).	
	Type of Firm	Documents to be submitted
	(a) Sole	All documents in terms of GCCPara 10 of the Tender

	Proprietorship Firm:	Form (Second Sheet)
	(b) HUF:	<p>(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.</p> <p>(ii) All other documents in terms of Para 10 of the Tender Form</p>
	(c) Partnership Firm:	<p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(ii) A notarized or registered copy of Power of Attorney</p> <p>(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 submission of bids, either in their individual capacity or in any firm / LLP in which they were / are partners /members.</p> <p><i>NOTE: THIS DOCUMENT SHOULD BE SIGNED BY ALL THE PARTNERS OF THE FIRM.</i></p> <p>(iv) All other documents in terms of Para 10 of the Tender Form</p>
	(d) Company registered under Companies Act-2013:	<p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation.</p> <p>(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.</p> <p>(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) at Page 12-16 of GCC APRIL 2022.</p>

	(e) LLP (Limited Liability Partnership) registered under LLP Act-2008:	<p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(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.</p> <p>(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members.</p> <p>NOTE: THIS DOCUMENT SHOULD BE SIGNED BY ALL THE PARTNERS OF THE FIRM.</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet)</p>
	(f) Registered Society & Registered Trust:	<p>(i) A copy of Certificate of Registration.</p> <p>(ii) A copy of Memorandum of Association of Society / Trust Deed.</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society.</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet)</p>
10	In case the tenderer is a Joint Venture (JV) firm, tenderer has to submit all the documents as mentioned below	
	<p>I. 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. . (Ref: Clause 17.6 of TENDER FORM (Second Sheet) of GCC APRIL 2022 & Appendix-VIII of the Tender Document).</p>	

	<p>II. Documents of JV Members:(Ref: Clause 17.14 of TENDER FORM (Second Sheet) of GCC APRIL 2022).</p> <p>In case one or more of the members of the JV is/are:</p>	
	Type of Firm	Documents to be submitted
	a) Partnership Firm:	<p>(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.</p> <p>(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,</p> <p>(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.</p> <p>(iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members.</p> <p><i>NOTE: THIS DOCUMENT SHOULD BE SIGNED BY ALL THE PARTNERS OF THE FIRM.</i></p>
	b) Proprietary Firm or HUF:	<p>A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p>
	c) Companies	<p>(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement;</p> <p>(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company;</p>

		<p>(iii) A copy of Certificate of Incorporation; and</p> <p>(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.</p>
	d) LLP firm/s	<p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation of LLP</p> <p>(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement</p> <p>(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.</p> <p>(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members.</p> <p><i>NOTE: THIS DOCUMENT SHOULD BE SIGNED BY ALL THE PARTNERS OF THE FIRM.</i></p>
	e) Society/s or Trust/s	<p>(i) A copy of Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Rules & Regulations of the Society</p> <p>(iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p>
	<p>Following documents has to submit all the documents as mentioned below.</p>	

11	Declaration of Local Content as per 'Public Procurement (Preference to Make in India) Order 2017 or latest issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry
12	Tender specific authorization certificate (MAF) as per Appendix-X of part-B of tender document.
13	Declaration from OEM (whose routers are being offered for this tender) that IPR (Intellectual Propriety Rights) of the software of Routers (LERs & LSRs) is with them.
14	The OEM must be a telecom trusted supplier as well as its products must also be trusted telecom products (For LER and LSR only). (Certificate from competent authority for the same to be attached.)
15	All routers should be IPv6 ready from Day One. All the hardware and software for the same should be provided with the system. (OEM's Declaration of the same to be attached.)
16	OEM shall have MTCTE certification for LER and LSR as per relevant TEC ER. Relevant documents are to be submitted.
17	Proof of Concept: (For items LER and LSR) <ol style="list-style-type: none"> Contractor shall submit certificate of successful completion of POC by RDSO along with the technical bid, failing to submit POC, will result in disqualification of bid. For LER/ LSR routers POC will be based on prevailing RDSO Document No. STT/TAN/IPMPLS/2020 Version 2.0 or latest published by RDSO upto Tender Closing Date Time. The modules such as WDM, 100G cards, Optical SFPs, etc. described in tender will not be part of Router's POC. They can be part of router or can be provided externally however the routers should work with these modules. Offered make and model of equipment for the PoC must be the same which is proposed/quoted in the technical bid by the bidder and the same should be supplied. Para wise compliance for the asked

	specifications against the said equipment in RSDO TAN ver. 2 or latest (up to the date and time of tender closing) should also be submitted.
18	NOTE - The LER, LSR and NMS shall be as per RSDO Document No. STT/TAN/IPMPLS/2020 Version 2.0 or latest (up to the date and time of tender closing).
<p>The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.</p>	

6. Compliance of **Employment/Partnership, etc. of Retired Railway Employees as per Clause 16 of TENDER FORM (Second Sheet) of GCC APRIL 2022**, failing which contract is liable to be dealt in accordance with provision of **Clause 62 of Standard General Condition of Contract of GCC APRIL 2022 (Note: Information/Certification should be given as per ‘Appendix-IV’ of the Tender/Technical Bid Document)**.
7. Tenderers shall note that the submission of other following supporting documents, **is important and they shall ensure the same at the time of online bidding of tender**. However, Railways may seek clarifications/details/documents in this regard.
 - (a) Copy of **Vendor Mandate Formas per Appendix-VII** of the Tender Document. All payments to the agency (including the refund of the Earnest Money (EMD) of the unsuccessful bidder) will be remitted through NEFT. The Tenderer is required to declare Bank details and A/C No. etc.in Vendor Mandate Form.
 - (b) Copy of the **complete details of the firm as per Appendix-I** of the Tender/Technical Bid Document, to which all correspondences shall be made by the Railway.
 - (c) ~~Copy of **Goods and Services Tax (GST) Registration Certificate containing GST Registration Number.**~~
 - (d) **DELETED.**
 - (e) Copy of the **list of the Personnel/Organisation of the tenderer on hand and proposed to be engaged for this tender as per Appendix-IV** of the Tender/Technical Bid Document.

- (f) Copy of list of the plants & machinery of tenderer available on hand and proposed to be inducted and hired for this tender as per **Appendix-V** of the Tender/Technical Bid Document.

8. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

9. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered

10. **DELETED**

11. The definition of Similar Nature of Work for Technical Eligibility Criteria shall be as given below:

“Any work involving supply, installation, testing and commissioning of

- **IPMPLS equipment**

OR

- **Internet Protocol based Networking Systems**

OR

- **OFC based SDH system”**

12. **Pre-Bid Conference:**

(a) Pre-Bid conference will be held with the prospective bidders for Technical and Commercial discussions/clarifications. Date, Time & Venue of Pre-Bid Conference are as mentioned below. Pre-Bid queries/suggestions shall be submitted by the Date & in the Mode as mentioned below. Signed copy on prospective bidder's letter head as well as editable soft copy (like word, excel) of the query/suggestion format is to be sent.

(ii) All queries/suggestions received upto last submission day and time of pre-bid query shall be taken into consideration. Queries/suggestions received after the stipulated date, may not be considered. Railway may at its discretion, answer/accept these suggestions/clarifications in the Pre-Bid meeting.

(iii) Maximum two persons shall be allowed to accompany the prospective bidder in Pre-Bid conference.

a) Last date and time for submission of queries for Pre-Bid conference: 18:00 Hrs. one day before Pre-Bid Conference.

- b) Mode of submitting queries/suggestions: Through email at e-mail address mentioned in item No. 12 given below.
- c) Date & Time of Pre-Bid Conference: As mentioned in NIT.
- d) Venue of Pre-Bid Conference:

Or prospective bidders may attend the Pre-Bid Conference on-line using the link given below:

<https://railnet26.webex.com/railnet26/j.php?MTID=m5c982b70110176a03eeace13fc15e41b>

Monday, 3 March, 2025 15:00 | 4 hours | (UTC+05:30)
Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 2517 893 0408

Password: 5678 (5678 when dialing from a video system)

13. DELETED

14. All correspondence regarding the tender shall be addressed to:

Name of Officer: Dy.CSTE/Project/BB
Address: **Dy.CSTE (Project) Mumbai**
Office of Sr.DSTE/Co. (Mumbai),
1st Floor Parcel Building,
above Platform no. 13,
CSMT Station Mumbai 400001.
Mob No.:8828119803
Email id:dycsteprojectbb@gmail.com

15. JPO for undertaking digging work: Board (MI) has approved broad guidelines for procedure to be adopted by Zonal Railways for protection of cables while undertaking digging work in their vicinity. These guidelines are in supersession of JPO issued. This is in accordance with the instructions issued by Civil Engineering Dept. of Railway Board vide letter No.2023/CE-I/EDCE(G)/Misc. Dated 18.04.2023 or latest. Contractor has to execute the excavation work acceding to conditions mentioned in JPO.

16. System of Quoting Rates

- I. Railway is inviting itemized rates against this Tender. Tenderers to please note that rates for each schedule items have been intentionally kept undisclosed to the bidders and instead the total estimated cost of the entire detailed work schedule as a whole, has been published in the tender document. For the purpose of uploading the tender schedules on IREPS portal, estimated rates of all the schedule items have been filled notionally one paisa only (Rs 0.01) and quantities are filled as per the estimated requirement.

To arrive at the estimated total cost of each schedule of the work the balance schedule amount has been built as a separate pseudo item for each schedule taking quantity as one unit.

Hence, tenderer has to quote their actual offered rates against each item in the detailed Schedule in the IREPS portal itself to cover the entire scope of the work.

II. Please fill in one paisa only (Rs 0.01) in rate column for the pseudo items. Quantity for the pseudo item being one unit, it will add to the total cost by one paisa only (Rs 0.01). In case bidder(s) by mistake fill any other figure, then the same will be replaced by one paise and corrected amount for the entire work will be worked out for the purpose of ranking of financial bids.

III. The quoted rates against all the individual items of Schedules should be commensurate with the concerned items and be inclusive of cost of supply of minor materials, petty hardware and accessories essential for installation.

IV.

V. Rate quoted by the Tenderer should include all Taxes & duties.

Note for GST: All the tenderer should ensure that they are GST complaint & their quoted tax structure/ rates are as per GST law.

17. OEMs should provide 24/7 technical support.

18. OEM should have proven facilities for engineering, manufacture, assembly, integration, testing”.

	Following Documents is also to be submitted by the bidder	
01	Compliance of Employment / Partnership etc. of Retired Railway Employees as per Clause 16 of TENDER FORM (Second Sheet)	Desirable
02	Copy of Vendor Mandate Form	Desirable
03	Copy of the complete details of the firm to which all correspondences shall be made by the Railway.	Desirable
04	Copy of the list of the Personnel / Organization of the tenderer on hand and proposed to be engaged for this tender as per Appendix-IV of the Tender / Technical Bid Document.	Desirable

05	Copy of list of the plants & machinery of tenderer available on hand and proposed to be inducted & hired for this tender as per Appendix-V of the Tender / Technical Bid Document.	Desirable
<p>NOTE</p> <p>The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.</p>		

APPENDICES

Appendix-I

e-Tender Notice No.:

Name of Work:

PARTICULARS OF TENDER(S)

1. Full name of Contractor /
Construction firm
2. Year of Establishment of Firm
3. Registered head office Address
Telephone no, Fax no,
E-mail address
4. Branch office Address, Telephone no,
Fax no, E-mail address
5. Details of Constitution of firm,
Names of Partners/ Executive/
Power of Attorney holders, etc.
6. Particulars of Registration with Government
Semi-Govt. Organisation, Public Sector
Undertaking & Local Bodies etc.

e-Tender Notice No.:

Name of Work:

LIST OF WORKS COMPLETE in last 07 (seven) years, ending last day of month previous to the one in which tender is invited

Sr. No.	Name of work	Name of Organization for whom executed and Contract awarding authority	Contract agreement No and Date of Award	Approx. Value of Contract		Date of Commencement	
				Agreement Value	Final Value	Scheduled	Actual
1	2	3	4	5	6	7	8

Date of Finish		Period of Completion		Main features of the work	Remarks
Scheduled	Actual	Scheduled	Actual		
9	10	11	12	13	14

Note:

- i. Supporting documents / certificates (duly attested) from the organisation with whom worked are working should be enclosed.*
- ii. Certificate from private individuals for whom such works are executed / being executed shall not be accepted.*

Work Completion certificate (Issued by Organization)

Name of Organization-

Postal address, Phone No., Email ID, Fax No-

Letter No.

Date:-.....

1.	Name of work	
2.	Contract Agreement(C/A)No. and date	
3. (i)	Name of Contractor with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement.	
5.	Date of award of contract	
6.	Has the work physically been completed in all respect, If yes, then actual date of physical completion.	
7.	Work completion date as per contract agreement.	
8.	Total payment made in above contract till the date of Issue of certificate.	
9.	Value of contract as completed final value if final bill prepared	
10.	In case of composite work: Scope of work covered in the Agreement such as Civil work, Signalling work, Telecom work etc.	
11.	Performance of the contractor:	

I hereby certify that above mentioned work has been physically completed/substantially completed in all respects per contract agreement.

(Signature)

Name and Designation of officer

Mobile No. of officer

Seal of officer

Details as part of Annexure VI of Part-I of GCC

e-Tender Notice No.:

Name of Work :

LIST OF WORKS ON HAND: DETAILS OF EXISTING COMMITMENTS.
BALANCE AMOUNT OF ONGOING WORKS AND WORKS AWARDED NOT YET
STARTED

All works in progress and also the works which are awarded to tenderer but yet not started up to the date of opening of tender. In case of no works in hand, a 'NIL' Statement should be furnished. This statement should be submitted duly verified by Chartered Accountant.

Sr. No.	Name of work	Name of Organization for whom executed and Contract awarding authority	Contract agreement No and Date of Award	Approx. Value of Contract			Date of Commencement	
				Agreement Value	Payment received	Approx. balance to be received	Scheduled	Actual
1	2	3	4	5	6	7	8	9

Date of Finish		Period of Completion		%age Progress		Reasons for Delay, if any	Main features of the work	Remarks
Scheduled	Expected	Scheduled	Expected	Physical	Financial			
10	11	12	13	14	15	16	17	18

Note :

- i. Supporting documents / certificates (duly attested) from the organisation with whom worked are working should be enclosed.
- ii. Certificate from private individuals for whom such works are executed / being executed shall not be accepted.

e-Tender Notice No.:**Name of Work :**

**LIST OF PERSONELL / ORGANISATION AVAILABLE ON HAND AND
PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK**

Sr. No.	Name & Designation	Qualification	Professional Experience	Remarks

Note: - Supporting documents should be attached

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 1 year of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in S&T/Engineering Department in Central Railway.

Signature of Tenderer(s)

e-Tender Notice No.:

Name of Work :

A. LIST OF PLANT & MACHINERY (OWNED) AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED ON THE SUBJECT WORK

Sr.No.	Particulars of equipment's	No. of units	Kind/Make	Capacity	Age and condition	Remarks

B. LIST OF PLANT & MACHINERY PROPOSED TO BE HIRED FOR THE WORK

Sr. No.	Particulars of equipment's	No. of units	Capacity	Remarks

DELETED**e-Tender Notice No.:****Name of Work :****MANDATE FORM FOR PAYMENT THROUGH ECS/NEFT**

Firm's Name		
Firm's address/ Tel. No. /FAX no. /Email.ID		
Name of the bank		
Bank Branch Name Address / Tel. No. /Fax No. /Email.ID		
Account no. (as per Core Banking)		
Type of Account		Saving / Current / others (please specify)
MICR Code & IFSC Code		

IMPORTANT NOTE:

Tenderer/s should ensure that they attach a copy of this '**Mandate Form**', **duly verified & signed by the Bank Officials** along with the EMD instruments, in order to enable Railway to release the EMD amount quickly to the unsuccessful tenderers through ECS/NEFT.

Signature of Tenderer(s)

On Non-judicial stamp of Rs.500/-

**MEMORANDUM OF UNDERSTANDING
FOR JOINT VENTURE AGREEMENT**

1. This Memorandum of understanding executed this _____ day of _____ 20_____ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having in registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART.**

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ represented through its Partner Shri _____ / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART.**

AND

2. M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having in registered office at _____ represented through its Director _____ or _____ Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART.**

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART.**

AND

3. This Memorandum of understanding executed this _____ day of _____ 20_____ between _____ (Name of Co.) _____ a company registered under the Companies

Act 1956 having in registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

AND

4. This Memorandum of understanding executed this _____ day of _____ 200_____ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having in registered office _____ through its Director _____ or _____ Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**.

AND

5. This Memorandum of understanding executed this _____ day of _____ 20_____ between _____ (Name of Co.) _____ a company registered under the Companies Act 1956 having in registered office _____ through its Director _____ or _____ Authorized Representative _____ (hereinafter referred to as _____ which expression shall

unless repugnant to the context thereof includes its successors) of the **FIFTH PART.**

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIFTH PART.**

Whereas, Central Railway, Mumbai CSMT hereinafter referred to as Owner/Customer has invited Tender No/s. _____ hereinafter referred to as the CR Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e.

M/s. _____ (details to be supplied of the expertise in their field).

Whereas, the party of the second part i.e.

M/s. _____ (details to be supplied of the expertise in their field).

Whereas, the party of the third part i.e.

M/s. _____ (details to be supplied of the expertise in their field).

Whereas, the party of the fourth part i.e.

M/s. _____ (details to be supplied of the expertise in their field).

Whereas, the party of the fifth part i.e.

M/s. _____ (details to be supplied of the expertise in their field).

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a Joint Venture Firm to participate in the CR Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. The purpose of MOU –

M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in the CR Tender and in the event, the contract is awarded, to jointly execute the contract. The board interface and scope of work of each party is set forth below:-

2. The Name of the Jt. Venture firm shall be _____

3. The parties, hereto, represent that:

- a) They are in possession of all approvals valid authorization for the purpose of the executive of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third for the CR Tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

Lead Member :

That one of the member 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 are 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%.

And all rights, interest, liabilities, obligation, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The Parties to this MOU undertake:

- a) That after submission of the tender, the MOU shall not be modified / altered / terminated during the validity of the tender 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. The parties to this MOU further agree that, the Lead Member shall continue to be the Lead Member of the JV.
- b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but no case the minimum eligibility criteria should get vitiated.

5. JOINT & SEVERAL LIABILITY:

In respect of the CR Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the CR Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for executive of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

- 6. Shri _____ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to 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 CR tender/Contact. All notices/correspondence with respect to the contract would be sent only to this authorized member of the JV Firm.
- 7. Notwithstanding anything contained herein, in respect of the CR Tender with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
- 8. The parties agree that with respect of the CR Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, is or are in any way interested, shall complete together with or through any third party, nor shall the parties advise, consult for, engage in or otherwise assist in any way any

person or entity or any affiliate thereof in respect of any orders or contracts related to the CR Tender.

9. Responsibility

Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the Customer. In the event of any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. Assignability

No Party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Railway.

11. Use of Machinery, Instruments, Labour Force etc.

The Parties here to undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient executive of the work, the Party/Parties having the control over the said machinery, instruments, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

12. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. Applicable law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by

the Laws of India and shall be subject to the exclusive jurisdiction of the courts at MUMBAI.

14. Settlement of Disputes

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/and amendments thereof.

- 15.** All communication or notices provided for herein shall be in English Language and be delivered, mailed, or Tele-faxed to the parties addresses as indicated below:-

M/s. _____

M/s. _____

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member, i.e. M/s. _____/ Shri _____ at the address stated herein below:-

M/s. _____

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

- 16.** Each shall have full and sole responsibility to bear the expenses of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

- 17.** The Parties to this MOU declare and certify that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. Of India/State Govt. from participation in tender/contract on or before the date of opening of bids either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

Signature:-	Signature:-	Signature:-
Shri_____ of Shri_____	Shri_____ of Shri_____	Shri_____ of Shri_____
of	of	of
M/s._____	M/s._____	M/s._____

Signature: - Signature:-
Shri_____ofShri_____of
M/s. M/s.

1. Name: Address:-

2. Name: Address:-

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e-Tender Notice No.:

Name of Work :

STATEMENT OF DEVIATIONS FROM TENDER DOCUMENT

Sr. No .	Part and Clause no. of Tender Document	Stipulation of Railway	Deviation proposed by Contractor	FinancialImplic ation Deviation on Railways

Signature of Tenderer(s)

PROFORMA FOR OEM'S AUTHORIZATION CERTIFICATE /MAF

Note: This authorization letter should be printed on the letterhead of the Original Equipment Manufacturer (OEM) and should be signed by a competent person.

Tender no.: _____

Date : _____

To,

The President of India,

Acting through Sr. Divisional Signal and Telecom Engineer,

Central Railway, CSMT,

Mumbai-400001.

Dear Sir,

Sub : **OEM's Authorization Certificate /MAF for work of** "Supply, Installation, Testing and commissioning of IP-MPLS network equipments at various stations of Mumbai, Pune, Solapur, Bhusawal and Nagpur Divisions of Central Railway for unified communication backbone on Indian Railways."

We are established and reputable manufacturers/Developer/producers of _____ having facilities setup at _____ (address of factory/facility) do hereby authorize M/s. _____ (Name and address of the contractor) to supply the above said items.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered to be supplied by the above firm against this Tender.

We,

1. Certify that as OEM, we are telecom trusted supplier as well as our products are trusted telecom products.
2. Certify that as OEM, we have MTCTE certification for LER and LSR as per relevant TEC ER.
3. Certify that as OEM, we have proven facilities for engineering, manufacture, assembly, integration, testing.
4. Certify that as OEM, we will provide 24/7 technical support.
5. Guarantee to provide technical, service and maintenance support to the Contractor/Railway that may be required during installation, commissioning and working period of the equipment till the OEM announces End of Life (EOL) of the product or till 8 years from the date of supply whichever is later.

6. Guarantee to assure the continued support including all updates/bug-fixes/patches/upgrades on the supplied items for a minimum period of Eight years from the date of supply or till the OEM announces End of Life (EOL) of the product, whichever is later.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract, if awarded.

Place:

Date: Seal and signature of the OEM

Place:

Date: Seal and signature of the Tenderer

Part –C

Scope of Work

A. The scope of work shall broadly cover following activities:

1. Within 30 days of issue of Letter of Acceptance (LoA), collect all sectional details from Railway and submit detailed technical planning for the work, indicating details of equipment to be installed at each location. Also submit detailed time program of work in line with the Time schedule for execution of the work, mentioned in Scope of the work.
2. Survey of existing Telecom infrastructure with sectional telecom staff to obtain details of locations of OFC rooms. This shall also include preparation of Cable route plans for cables to be laid, duly conducting cable route tracing for existing cables/pipelines.
3. Supply, Installation, Testing and Commissioning of IPMPLS equipments, including LER, LSR, NMS, L3 switches, L2 switches, 48 Volts, 200 AH battery, 48 volts battery chargers, 48 VDC to 230 VAC inverter as per RDSO specification No. STT/TAN/IPMPLS/2020 Version 2.0 or latest (up to closing date of tender) and requisite accessories including cables, installation material, MCBs etc. at all the stations OFC huts over the jurisdiction of all five divisions of Central Railway namely Mumbai, Bhusawal, Nagpur, Pune and Solapur.
4. If any licence is required for working of the system for desired results it must be provided along with the hardware free of cost for entire serviceable life of the equipment. Firm should provide two hard copies of command reference guide for LER and LSR configuration to each division.
5. Cabling: Supply, lay, and terminate various cables, ducts, and racks in trenches, ducts, or on walls.
6. Interfacing of existing STMs at OFC rooms over the jurisdiction of all five divisions of Central Railway namely Mumbai, Bhusawal, Nagpur, Pune and Solapur. This will include switching over of all circuits working on STM/MUX network like Control communication, UTS/PRS, FOIS Railnet, CA, SCADA, Data logger etc.
7. Cabling: Supply, lay, and terminate various cables, ducts, and racks in trenches, ducts, or on walls.
8. Network Management: Set up a centralized network operation and management centre for monitoring and configuring all installed equipment. **The NMS shall be supplied and installed before commissioning of Equipments.**
9. The work includes supply and installation of Rack mountable modular intelligent service aggregate Routers (LER & LSR) and its associated equipments duly wired as per the schedule quantity and specifications as per chapter III and IV.

10. The work also includes supply and installation of various Datacom/ Networking items such as Switches, Routers and modems etc. as per tender schedule and specifications as per chapter III and IV.
11. It also includes Supply, installation, configuration, integration and testing and commissioning of L2/L3 switches as per the site requirements for extending IP-MPLS network.
12. It also includes supply, laying and termination of various cables, Ducts, Racks and their fixing/laying in trenches/ ducts/ on walls.
13. Any other materials required to obtain the end objective should be supplied by the Tenderer.
14. Supply of other equipment, tools and plant as mentioned in the tender schedule and specifications.
15. Work will be carried out in accordance with the technical requirements of the Tender. Wherever Specifications are not indicated, work will be carried out as per standard practice on the division of Central Railway and instructions of site engineer in charge. During testing and commissioning of the installation, the contractor's engineers will be available at site for testing and commissioning and also for doing alterations in wiring if any.
16. The Network being setup should have a centralized network operation and management centre having capability for supporting network monitoring & configuring facilities for all equipment installed at Divisional HQs. The NMS shall be hosted on existing server / New server in each Division as per tender schedule and division's requirement.
17. Any other minor work such as pty wiring work related to installation of scheduled items, not indicated in —Works to be done by RailwaysII heading as per statement given above shall be carried out by the contractor himself for which no extra payment will be made, so as to achieve the final objective of commissioning of the system as per technical specifications and as per tender requirement.
18. Five sets of Hard copies of manuals for each division along with soft copies shall be supplied for the installations as follows:
 - a. Installation Manual
 - b. Troubleshooting Manual
 - c. Maintenance Manual
19. The Contractor shall provide and complete the training to the railway staff for the diagnostic, trouble shooting, repairing, operation and maintenance of the telecommunication equipment. The training shall be completed before the issuance of the Completion Certificate, at the time desired by Railways. Training shall be conducted by OEM certified Trainer.

20. Training to be provided to the Railway officials (Officers& Supervisors) of the various sections of all five divisions of Central Railway. The Training shall be provided at partially at OEM's Premises, Partially at Railway Site, Partially at Training Centers or any other locations as per requirement. The Numbers of Staff from various divisions along with training location will be as per the mutual agreement between Railway Authority and OEM.
21. Network Monitoring/Management System (NMS) for IPMPLS shall be installed in Divisional Headquarters at a location approved by the Engineer.
22. The division wise breakup of quantities are as follows:

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
SCH A: IPMPLS system for Central Railway (Mumbai, Bhusawal, Nagpur, Pune and Solapur Divisions)								
1	Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-I locations (Optical Junction stations / Most Important Stations) having interfaces or cards as per Part-D (technical specification of Material) of tender document.	Nos.	30	8	18	52	21	129
2	Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-II locations (Other Important Stations) having interfaces or cards as per Part-D (technical specification of Material) of tender document. .	Nos.	13	59	56	24	94	246
3	Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-III locations (Way Side Stations) having interfaces or cards as per Part-D (technical specification of Material) of tender document. .	Nos.	65	0	0	42	0	107

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
4	Supply of standard 19" rack mountable LSR (Label Switch Router) as per RDSO technical document No STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-I locations (Optical Junction stations / Most Important Stations) having interfaces or cards as per Part-D (technical specification of Material) of tender document. The system should be equipped with SFP modules as per above mentioned requirements. .	No.	1	9	6	6	2	24
5	Supply of standard 19" rack mountable LSR (Label Switch Router) as per RDSO technical document No STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-II (Optical Junction stations / Important Stations) location having interfaces or cards as per Part-D (technical specification of Material) of tender document. .	Nos.	15	0	6	18	20	59
6	Installation, Testing commissioning of LER & LSR IP MPLS Routers as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest including supply installation of all the accessories like power cable, earthing cable, all cards, mounting arrangements etc.	Nos.	124	76	77	142	123	542

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
8	Supply & Installation of NMS (including required hardware and software and other accessories / items as mentioned in RDSO specification) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Zonal/divisional HQ NOC with active , standby system hardware and 5 KVA on line UPS with 1 hr backup (min 42AH Battery - APC/Numeric/Tata libert make) (5 KVA UPS shall be supplied with each server i.e. with active and standby both.). This includes Supply of 5 Nos portable monitoring terminal loaded with NMS for client for the sectional maintenance.	Set.	2	2	1	1	1	7
10	Supply, Installation, Testing and Commissioning of 24 port manageable Layer 3 switch as per RDSO specification. No :RDSO/SPN/TC/83/2020 Rev 2.1 or latest with 4 Nos. of 10G SFP+ port (fully loaded with compatible SFP+ modules) and 24 Nos. of GE SFP port (fully loaded with 12 optical and 12 electrical SFP's) with 10 meter OFC and 2 meter CAT-6 patch cords equal to number of switch ports and accessories.	Nos.	100	9	58	84	105	356

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
11	Supply, Installation, testing and commissioning of 24 port layer 2 switch with functionality as per RDSO specification. No :RDSO/SPN/TC/83/2020 Rev 2.1 or latest with 24 x 10/100/1000 BASE-T PoE ports • 4 x 1G (minimum) SFP ports loaded with SFP module, with minimum PoE Power Budget of 370W or better and with 10 meter OFC and 2 meter CAT-6 patch cords equal to number of switch ports..	Nos.	20	0	0	21	0	41
12	Supply, Installation, testing and commissioning of 24 port (manageable) Layer 2 switch with 4 nos. 1000 baseX SM SFP port with optical module and Minimum 20 Nos. 1000 baseT ethernet port Layer 2, with 5 meter OFC and 2 meter CAT-6 patch cords equal to number of switch ports, the functionality of switch should be as per RDSO specification. No :RDSO/SPN/TC/83/2020 Rev 2.1 or latest	Nos	90	0	0	0	0	90
13	Supply, Installation, Testing and Commissioning of 24 port layer 2 switch with functionality as per RDSO specification. No :RDSO/SPN/TC/83/2020 Rev 2.1or latest (fully loaded with 12 optical and 12 electrical SFP's and with 5 meter OFC and 2 meter CAT-6 patch cords equal to number of switch ports,)	Nos	0	0	0	0	103	103

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
14	Supply of 8 port (manageable) Field Switches with 8 numbers of 10/100/1000 BASE-T with PoE+ and 2 SFP 1000 Mbps Uplink ports (All SFP ports loaded with SFP Modules for SM and with 1 meter OFC and 1 meter CAT-6 patch cords equal to number of switch ports,), the switch should be as per RDSO specification. No :RDSO/SPN/TC/83/2020 Rev 2.1 or latest .	Nos.	10	0	0	84	103	197
15	Supply of 10/100/1000 Base-T Copper Ethernet Transceiver SFP Module with all accessories.	No.	0	0	40	0	0	40
16	Supply & Installation of PC work station/ Maintenance console and it shall comply with para No.G of RDSO technical Document No: STT/TAN/IP-MPLS/2020 version 2.0 or latest.	Nos.	20	18	8	10	5	61
17	Supply and installation of 55 inch FHD Large Format display of Industrial grade with standard wall mount bracket and should have 03 years warranty. Make/ model LG 55SM5KE of LG make or Similar model of LG, Sony or Samsung only.	Nos.	20	18	8	12	5	63
18	Supply of Portable Digital console as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	20	18	0	10	0	48
19	Supply of 19", 42U Floor Stand Rack for Networking/ Server as per technical specifications in Part-D (technical specification	Nos.	40	62	60	65	104	331

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
	of Material) of tender document.							
20	Supply of 32U Rack Enclosures Networking/ Server Rack as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	20	0	0	10	0	30
21	Supply of 19", 24 U rack as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	10	0	0	10	0	20
22	Supply & Installation of 9U size Rack wall mountable as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	40	0	0	65	0	105
23	Supply of 48V SMPS Based battery charger on 2+1 configuration using 3 module of 25 AMP each having FR-BC/ FR-FC, along with potential free contacts for monitoring, suitable for VRLA as well as for conventional Batteries as per RDSO/SPN/TL/23/99 Ver 4 or Latest.	Set	10	12	60	84	0	166
24	Supply, wiring and installation of Maintenance free VRLA Battery set of standard make similar to Exide / Amara Raja, 2V per cell, 200 AH capacity in stack of 24 cells for giving output voltage of 48V complete with associated base plates interconnecting cables, connectors for the rows and cells with all accessories as per RDSO Specification No. IRS 93/96(A) Amdt.1 or latest.	Nos.	10	12	60	84	0	166

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
25	Supply & installation of CYGNUS 845-4P or similar multiple media auto changeover converter as per technical specifications in Part-D (technical specification of Material) of tender document.	Pair.	0	0	0	0	52	52
26	Transformer Based Inverter 1 KVA Input 48 Volt DC output 220-230 Volt AC adjustable, 50Hz Sinewave, LCD display indicating DC input AC output, load & temperature. warranty period one year. Transformer should be of copper winding.	Nos.	50	0	0	0	0	50
27	Supply of Class B&C surge protection Device (SPD) type I & II with visual indication and potential free contact to remote monitoring as per RDSO spec No. RDSO/SPN/165/2012 version 3.0 or latest and IEC standard 61643 for signals line 230 V AC application with handling lightning surges of 10/350 microseconds and switching surges of 8/20 microseconds. One set consists of 3 Nos of SPD (Two Nos of B Class (L N, N-E) and one no of C class (L-N) all enclosed in a box with KEMA or VDE certified as per latest IEC 61643-11-2011 standard class B&C surge protection device required with Three modules only.	No.	90	0	76	85	80	331
28	Supply of Cable fault locator as per specification. Make :Tempo, Stanlay or Greenlee. Module : SIDEKICK PLUS 1155-5001.	No.	0	0	0	1	0	1

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
29	Supply of Optical Power meter with Visual Fault Locater similar to Techtest 4 in 1 Optical Power Meter with Laser Light - 50~+26dbm Fiber Optic Tester Electric Meter Network Cable Tester Led Light Optical Power Meter Vfl Visual Fault Locator 2mw.	Nos.	40	20	0	10	15	85
30	Supply of Tool Kit consisting of Optical power meter (Fiber shot 9990V), Multimeter (Fluke101), Ethernet Crimping Tool (Standard Make), VHF programming kit, Wrist ripper (Standard Make), Universal Spanner Set (Taparia), Screw Driver Set (Taparia-7 Pieces set), Cutting plier (Taparia), Wire Stripper, Industrial grade USB to Serial cable (Trendnet) with all accessories or Similar.	No.	0	0	15	0	0	15
31	Supply of Krone tool for inserting wire into insulation-displacement connectors. KRONE Tool shall be of original KRONE make only.	Nos.	110	20	72	100	100	402
32	All in one Crimping Tool for crimping RJ45, RJ12, RJ11 modular connectors, with flat cable cutter and striper steel construction with ratchet mechanism.	Nos.	140	20	0	100	100	360
33	Supply of LAN TESTER compatible and suitable with Cat 5, Cat 6e cable & RJ 45.	Nos.	107	20	72	100	100	399
34	Supply of report printing terminal similar to HP LaserJet Tank MFP 2606sdw Printer of make HP, EPSON, Brother.	Nos.	25	0	0	10	0	35

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
35	Supply of Report Generation Unit similar to Canon Laser Mono Computer Printer for A3 size paper Canon R (Canon Mono Laser A3 Printer LBP 8100n (Duplex or Optional.) OR Similar, Specification. Canon Laser Mono Computer Printers for A3 paper size (Canon) Model Canon Mono Laser A3 Printer LBP 8100n.	No.	0	0	0	5	0	5
36	Supply of Table with chair as per technical specifications in Part-D (technical specification of Material) of tender document.	Set	46	0	0	0	0	46
37	supply of furniture for OFC room.1. Executive chair revolving (Godrej) make PCH-7102) bearing series low back floated chair normal arms cushioned chair 03 nos. 2.Executive table size (Godrej make T-9) 72*36*30" with 03 Nos. drawers one side locked cabinet on other side.	Set	30	0	0	0	0	30
38	Supply new cup board almirah with crc sheet and good quality paint size 6 feet x 3 feet. Make godrej or similar as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	20	0	0	0	0	20
39	Training of Railway staff at the factory premises of manufacturer of IP-MPLS equipment (or) at a reputed training institution as approved by railway executive in charge as per RDSO technical document no. STT/TAN/IP-MPLS/2020 Ver2.0 or latest and as specified in Part-D (Guidelines for Installation and Execution part) of tender	Man-week	30	30	40	20	60	180

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
	document. (Unit Man Week).							
40	Supply and installation of DC Power distribution panel to cater DC power requirements of IPMPLS/ STM Multiplexers/ PD Muxes / EOW / FANS to be fixed in 19" rack. (Minimum 8 Nos of DC distribution arrangement with MCB's of suitable rating for -ve. Connecting copper strip for +ve). .	Nos.	130	0	78	0	110	318
41	Supply of 16 Ampere 2 Pole DC MCB as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	295	0	0	0	0	295
42	Supply of 32A Two pole DC MCB as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	110	0	0	0	0	110
43	IO sensors custom Hardware as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos.	30	0	0	0	0	30

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
44	Supply of 100 pair Krone Terminal Box complete with mounting arrangement. Made of MS sheet of thickness 0.8mm.Cable entry hole with washers. Color powdered coated.Back mount frame plate.10No.s of Krone modules.Each krone module with 10 ports. Suitable to connect 0.6mm wire. Lock and Key system. Make: BSNL/ KRONE/ IHT or similar. .	Nos	0	0	0	0	120	120
45	Supply of 100 pair Krone type connectors with mounting base unit and with CT Box [non metallic]. Necessary required materials shall be supplied by the contractor. Make- Phonics or Similar.	Nos.	0	62	0	0	0	62
46	Termination of 100 pair Krone type connectors and terminating of pair cable with Teak wood plank as directed by engineer at site.	Nos.	0	62	0	0	0	62
47	SUPPLY OF 12 PAIR C.T BOX (METAL BOX) WAGO TYPE WITH DISCONNECTION AND RECONNECTION FACILITY.	Nos	0	0	0	168	0	168
48	Supply of Media converter with required accessories and including all necessary connecting cable Make HCL/Digisol/ Dlink/Mrotek/iball or similar and as per technical specifications in Part-D (technical specification of Material) of tender document.	Nos	0	0	0	0	50	50
49	Supply of 10 pair Disconnecting IDC Module (Krone type) of Make Krone, Baton, MX only. Firm to submit documentary evidence with supply that item	Nos.	4400	0	3000	1000	0	8400

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
	is procure from OEM.							
50	Laying of OFC/ STP/ Power/ data/ Telecom/ PA cables in trenches & casing along with fixing of casing capping.clamps and hose to be provided by firm where ever bends/ curves, as per the instruction of site Engineer. .	mtr	0	0	0	0	15000	15000
51	Supply of 0 db optical connector.	No.	0	0	16	0	0	16
52	Supply of 5 db optical connector.	No.	0	0	16	0	0	16
53	Supply of 10 db optical connector.	No.	0	0	16	0	0	16
54	Supply, installation, testing & commissioning of Ring Earth as per RDSO Specification No. RDSO/SPN/197/2008 or latest amendment and RDSO drawing No. SDO/RDSO/E&B/001 and 002. All the consumables for mounting the copper tape/bus bar, copper lugs with stainless steel nut and bolts, copper bus bar etc. will be supplied by the contractor. supply material will be inspected by RDSO Installation will be inspection by Consingee.	Sets	0	0	64	0	0	64

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
55	Supply of Maintenance Free Earth As per RDSO/SPN/197/2008 or latest consisting of :1) Copper bond steel electrode 3 Mtr long 17 mm dia with copper bonding thickness of min.250 micron & UL listed & marked -01 No 2) Earth enhancement compound RDSO Approved in sealed bag of 10Kgs-03 No 3) Copper strip 150x25x6 mm -02 No 4) Copper strip 300x25x6 mm -01 No 5)35 Sqmm Copper Cable to connect earth electrode to MEEB-15 Mtr Approx.	set	0	0	0	90	95	185
56	Installation of unit earth as per RDSO/SPN/197/2008 ver I or latest, to construct earthing of ≤ 1 Ohm consisting of a. digging the earth to required depth, insertion of electrode, filling of earth enhancing compound & construction of chamber, measurement of earth value and all other work of earthing as per code of practice. All the consumables for mounting the copper tape inside the relay room, Exothermic weld materials and tools & fixtures for the welding Copper tapes and Electrodes etc shall be arranged by the contractor.	No.	0	0	0	90	95	185
57	Supply, installation, testing and commissioning of Portwise analog extension licenses. The system shall be compatible to the existing Server/system exchange over Bhusawal division.	Nos	0	0	0	500	0	500

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
58	Supply of Paramite Battery Wire / Cable 16 Sq.mm size 126/0.4 mm upto 1100 V, Flexible, Single Core, PVC Insulated, Unsheathed, shall be conforming to as per RDSO Specification No. conforming to RDSO Specn.No. RDSO/PE/Spec/TL/0027-2002 (Rev 0) or later.	Mtrs	0	0	0	1250	0	1250
59	Supply and installation of 1 KVA UPS of Tata Libert, APC or Microtek make only.	No.	0	0	0	100	0	100
60	Supply of Network Monitoring System equivalent to HP 68.6 cm (27) All-in-One Desktop PC 27-cr0403in 13th Generation Intel® Core™ i7 processor Windows 11 Home Single Language with Microsoft office 68.6 cm (27) diagonal FHD, Antiglare IPS display with Intel® UMA Graphics 16 GB DDR4 RAM 1 TB SSD Solid State Drive Or with Latest higher configuration.	No.	0	0	0	11	0	11
61	Supply of STP CAT-6 Networking Cable, having identification marks at regular interval, make D-Link OR Finolex OR Sterlite OR Digilink.	Mtr	0	0	0	10370	0	10370
62	Supply of UTP CAT-6 cable with identification marking on cable at regular interval as per technical specifications in Part-D (technical specification of Material) of tender document.	Mtrs.	30500	0	7625	0	30500	68625
63	Supply of switch board cable 0.5 mm / 50 pair as per Specification No GR/WIR-06/03 Mar2002 or latest of Finolex/ Havells/ Delton or similar.	Mtr	0	0	500	0	0	500

SN	Description	Unit	Mumbai	Pune	Solapur	Bhusawal	Nagpur	Qty
64	Supply of 20 pair Switch board cable of 0.5mm dia conductor as per TEC Spc: GR/WIR-06/03 of march 2002 make delton/ Finolex/ Polycab or similar.	mtr	0	0	0	0	6000	6000
65	Supply of switch board cable 0.5 mm/ 10 pair as per Specification No GR/WIR-06/03 Mar2002 or latest of Finolex/ Havells/ Delton or similar.	Mtr	0	0	1600	0	0	1600
66	Supply of multi strand PVC insulated flexible power copper cable, size: 3 coreX2.5 sqmm individually PVC insulated & overall PVC sheathed 1.1 KV Grade conforming to IS :694 and 8130. Make: HAVELLS /FINOLEX /POLYCAB /KEI or similar. .	Mtr	0	0	0	0	3000	3000
67	Supply of PVC flexible copper cable single core, multistrand 1x25 Sq.mm (196 conductor each diameter 0.40 +/- 0.01) as per IS 2465/1984 & IS 694/2010 with latest amendment if any with insulation thickness of 1.2 mm nominal conductor resistance 0.780 ohms/km and test parameters are as per IRS (S) 76/89 (Amd.3).	km	0	0	0	0	1.5	1.5
68	Supply of PVC Casing Caping Ivory/ White Colour, Size 25 mm x 25 mm. Length, Fire Proof, Shock Proof, Termite Proof.	mtr	0	0	0	0	7000	7000
69	Supply of PVC Rigid/Conduit pipes and its fixing accessories 25mm x 1mm thickness of Precision/ PLASTO/ Presto teak make or similar. Sample to be approved before supplying.	mtr	0	0	0	0	3000	3000

Part-D

Technical Specification of Material and Guidelines for Execution

1.0	General Requirements :	
	A.	The work involves implementation of IP MPLS on all five divisions of the central railway. The specifications of various items taken in the work are discussed below.
	B.	A Centralized Network Management System with connectivity to all IPMPLS units shall be provided for Monitoring, Diagnostic and Maintenance Purpose at all five divisional headquarters and in Zonal HQ.
	C.	Licenses wherever applicable should be perpetual in nature.
	D.	This work also includes supply of various types of switchboard cables, OFC, Power cable and data cables and laying them after fitting casing – capping or pipe as per tender schedule and instruction of site supervisor.
	E.	The all type of hardware like nails, screws, fixtures, down rods of GI pipe, clamps etc. required for laying, fixing & installation required for display system and racks shall be supplied by Contractor as per site condition and instruction of Site Engineer of Railways. Before supply drawing & make shall be got approved by the Railways.
	F.	Contractor shall submit the location Plan along with cable route for approval before starting the work.
	G.	The various tools, Equipment required to carry out the entire networking satisfactorily by all respect has to be brought by the contractor himself at his own cost.

1.	Technical Specifications for materials	
1.1	Schedule Item No. A - 01:- Specifications of 19" rack mountable LER(Tier-I):	
		<p>Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-I locations (Optical Junction stations / Most Important Stations) having interfaces/cards as under:</p> <ul style="list-style-type: none"> a. Redundant DC power supply card (-48 VDC) b. Redundant control card. c. 4 x 10 G optical port distributed in min 2 cards (2 x 10 G in each card) d. 4 x 1GbE copper ports. e. 8 x 1GbE optical ports distributed in min 2 cards (min 4 x 1GbE in each card) f. 2 Nos. of 4 port WDM interface module card with 2 Nos. of SFP's compatible to STM-1/4 optical port as per the site requirement.If the WDM card is not suitable in chassis Then contractor should provide External WDM device with same port capacity. g. 2 x 8 Port E1 Card or 1 x 16 Port E1 Card, along with patch panel/ Krone Module, provided it does not change existing approved POC, if fresh POC is required then 1x8 Port E1 Card along with spare 1x8 Port E1 Card shall be supplied. <p>The system should be equipped with SFP modules as per above mentioned requirements.</p>
1.2	Schedule Item No. A - 02:- Specifications of 19" rack mountable LER (Tier-II):	
		<p>Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-II locations(Other Important Stations) with following interfaces/cards as under:</p> <ul style="list-style-type: none"> a. Redundant DC power supply card (-48 VDC) b. Redundant control card. c. 4 x 10 G optical port distributed in min 2 cards (2 x 10 G in each card)

		<ul style="list-style-type: none"> d. 4 x 1GbE copper ports. e. 8 x 1GbE optical ports distributed in min 2 cards (min 4 x 1GbE in each card) f. 2 Nos. of 4 port WDM interface module card with 2 Nos. of SFP's compatible to STM-1/4 optical port as per the site requirement. If the WDM card is not suitable in chassis Then contractor should provide External WDM device with same port capacity. g. 2 x 8 Port E1 Card or 1 x 16 Port E1 Card,along with patch panel/ Krone Module, provided it does not change existing approved POC, if fresh POC is required then 1x8 Port E1 Card along with spare 1x8 Port E1 Card shall be supplied. <p>The system should be equipped with SFP modules as per above mentioned requirements.</p>
1.3	Schedule Item No. A - 03: - Specifications of 19" rack mountable LER (Tier-III):	
		<p>Supply of standard 19" rack mountable LER (Label Edge Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-II locations(Other ImportantStations) with following interfaces/cards as under:</p> <ul style="list-style-type: none"> a. Redundant DC power supply card (-48 VDC) b. Redundant control card. c. 4 x 10 G optical port distributed in min 2 cards (2 x 10 G in each card) d. 4 x 1GbE copper ports. e. 8 x 1GbE optical ports distributed in min 2 cards (min 4 x 1GbE in each card) f. 2 Nos. of 4 port WDM interface module card with 2 Nos. of SFP's compatible to STM-1/4 optical port as per the site requirement. If the WDM card is not suitable in chassis Then contractor should provide External WDM device with same port capacity. g. 1 x 8 Port E1 Card or 1 x 16 Port E1 Card,along with patch panel/ Krone Module, provided it does not change existing approved POC, <p>The system should be equipped with SFP modules as per above mentioned requirements.</p>
1.4	Schedule Item No. A - 04: - Specifications of 19" rack mountable LSR (Tier-I):	

		<p>Supply of standard 19" rack mountable LSR (Label Switch Router) as per RDSO technical document No. STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-I locations (Optical Junction stations / Most Important Stations) with following minimum specifications:</p> <p>a) Redundant DC power supply card (-48 VDC)</p> <p>b) Redundant control card.</p> <p>c) Equipped with interfaces: 16 x10G (optical) SFP+ Ports (Distributed in minimum 2 cards) along with 16 Nos. of 40Kms 10G SFP+ modules, mounting kit with all necessary accessories & software, perpetual licenses.</p> <p>The system should be equipped with SFP modules as per above mentioned requirements.</p>
1.5	Schedule Item No. A - 05: - Specifications of 19" rack mountable LSR (Tier-II):	
		<p>Supply of standard 19" rack mountable LSR (Label Switch Router) as per RDSO technical document no STT/TAN/IP-MPLS/2020 Ver2.0 or latest for Tier-II (Optical Junction stations / Important Stations) location with following minimum specifications:</p> <p>a) Redundant DC power supply card (-48 VDC).</p> <p>b) Redundant control card.</p> <p>c) Equipped with interfaces: 8 x10G (optical) SFP+ Ports (Distributed in minimum 2 cards) along with 8 Nos. of 40Kms 10G SFP+ modules, mounting kit with all necessary accessories & software, perpetual licenses.</p> <p>The system should be equipped with SFP modules as per above mentioned requirements.</p>
1.6	Schedule Item No. A - 08:- Specifications for NMS:	
		Supply as per description in Tender Schedule.

1.7	Schedule Item No. A –10 :- Specifications of 24 port manageable Layer 3 switch:	
		Supply as per description in Tender Schedule.
1.8	Schedule Item No. A - 11:- Specifications for 24 port switch:	
		Supply as per description in Tender Schedule.
1.9	Schedule Item No. A –12:- Specifications for 24 port (manageable) switch :	
		Supply as per description in Tender Schedule.
1.10	Schedule Item No. A –13:- Specifications for 24 port (fully loaded with SFP's) manageable Layer 2 switch :	
		Supply as per description in Tender Schedule
1.11	Schedule Item No. A –14: - Specifications for 8 port PoE switch:	
		Supply as per description in Tender schedule.
1.12	Schedule Item No. A –15: - Specifications for 10/100/1000 Base-T Copper Ethernet Transceiver SFP Module:	
		Supply as per description in Tender schedule.
1.13	Schedule Item No. A –16:- Specifications for PC work station	
		Supply as per description in Tender schedule.
1.14	Schedule Item No. A - 17:- Specifications for 55 inch FHD Large Format display:	
	Supply as per description in Tender schedule.	

1.15	Schedule Item No. A - 18: - Specifications for Portable Digital console:	
		Portable digital console should of make HP, Dell or Lenovo ThinkPad only and should have following minimum specifications:
		<ol style="list-style-type: none"> 1. Portable digital console shall have 12th generation x86 Intel i7 Processor or latest Intel Processor. 2. Portable digital console shall have min 4 core or higher no of cores. And have CPU speed 4.4 GHz or higher. 3. Portable digital console shall have min 16 GB DDR4 RAM or Higher 4. Portable digital console shall have Licensed Windows operating system. 5. Portable digital console shall have Licensed MS Office. 6. Portable digital console shall have 10/100/1000 base-T, Onboard/ on slot Gigabit Ethernet (RJ45) or supported 1Gbps External USB Adapter, IPv4 and IPv6 compliant. 7. Portable digital console shall have 1 TB SSD hard disk. 8. Portable digital console shall have Backlit Keyboard 9. Portable digital console shall have HDMI, USB 3.0 or higher ports 10. Portable digital console shall have 13–14-inch display. 11. Accessories – Portable digital console carry bag, Power supply adaptor.
1.16	Schedule Item No. A - 19:- Specifications of 19", 42U Floor Stand Rack:	
	A.	It should be a standard 19" closed floor mounted rack of 42U height of make HCL, Valrack, President.
	B.	The minimum depth of the rack shall be 1000 mm and width 800mm.
	C.	The rack should be provided with three horizontal cable managers and at two vertical cable managers installed on both the front sides of the rack.
	D.	The rack and its accessories shall be made of steel sheet with minimum 1.5mm thickness and shall have front and rear doors.
	E.	1 copper Earthing Bar/strip with Tin plating of cross section 1" X ¼" to be provided horizontally on rear side of the rack full length

		of 19" width with suitable tapping to be supplied with each rack.
	F.	The rack should be powder coated with textured polyester light grey colour.
	G.	The rack should be equipped with two horizontal shelves to house data communication equipment. The height where the shelves shall be installed in the rack shall be adjustable.
	H.	A sliding key board tray shall be fitted at a suitable height inside the rack so that key board can be easily taken out of the rack
	I.	Provision on the top and bottom of the rack shall be available for proper cable entry.
	J.	The rack should be equipped with a vertical power distribution units (PDU) having minimum 12 sockets of 5A. The rack should also have an MCB rated for 10/16A for providing power to the PDU suitably mounted in the rack or with the PDU.
	K.	One packet of mounting hardware shall also be supplied with the rack.
	L.	The rack shall have swivel handles on the front as well as the rear door with a key lock.
	M.	Compact fan module of 90 CFM working on AC power supply 4 nos. with each rack properly fitted at top of rack.
	N.	Heavy Duty Caster Wheels (total 4 Nos.) with front wheel (2 Nos.) Break Options.
	O.	The rack should be assembled and installed at site as per requirement of site supervisor.
1.17	Schedule Item No. A –20:- Specifications of 32U Rack:	
	A.	32U Rack, Free-Standing, should be with depth of 1000mm (Approximate), with minimum two Numbers of Rack trays.
	B.	It should be of make HCL, Valrack, President.
	C.	The rack should be provided with three horizontal cable managers and at two vertical cable managers installed on both the front sides of the rack.
	D.	It should have Transparent Toughened front Glass Door.
	E.	Side Panels With Key Locks and Slam Latch.

	F.	Rear split door design.
	G.	The rack should be equipped with a vertical power distribution unit (PDU) having minimum 6 sockets of 5A. The rack should also have an MCB rated for 10/16A for providing power to the PDU suitably mounted in the rack or with the PDU.
	H.	Provision on the top and bottom of the rack shall be available for proper cable entry.
	I.	It should have minimum two Numbers of Fan For Heat dissipation.
	J.	Heavy Duty Caster Wheels (total 4 Nos.) with front wheel (2 Nos.) Break Options.
	K.	The rack should be assembled and installed at site as per requirement of site supervisor.
1.18	Schedule Item No. A –21:- Specifications for 19”, 24 U rack:	
	A.	24U Rack, Free-Standing, should be with depth of 800mm (Approximate).
	B.	The rack should be equipped with two horizontal shelves to house data communication equipment. The height where the shelves shall be installed in the rack shall be adjustable.
	C.	A sliding key board tray shall be fitted at a suitable height inside the rack so that key board can be easily taken out of the rack.
	D.	Provision on the top and bottom of the rack shall be available for proper cable entry.
	E.	The rack should be equipped with Two numbers of vertical power distribution unit (PDU) having minimum 8 sockets of 5A. The rack should also have an MCB rated for 10/16A for providing power to the PDU suitably mounted in the rack or with the PDU.
	F.	One packet of mounting hardware shall also be supplied with the rack.
	G.	The rack shall have swivel handles on the front as well as the rear door with a key lock.
	H.	It should have minimum two Numbers of Fan for Heat dissipation.

	I.	Heavy Duty Caster Wheels (total 4 Nos.) with front wheel (2 Nos.) Break Options.
	J.	The rack should be assembled and installed at site as per requirement of site supervisor.
1.19	Schedule Item No. A - 22:- Specifications for 9U size Rack:	
	9U rack for wall mount with Fan 230VAC 90CFM (or similar) - 02 Nos., AC distribution box (having minimum 4 number of 5A socket, power indicator lamp and MCB)- 01 No., Shelf Cantilever 1U- 01 No., Cable Manager 1U-01 No., Front Glass Door with lock and key and mounting hardware.	
1.20	Schedule Item No. A - 23:- Specification for 48V SMPS Based battery charger :	
	Supply as per description in Tender schedule.	
1.21	Schedule Item No. A - 24:- Specifications for Maintenance free VRLA Battery set:	
	Supply as per description in Tender schedule.	
1.22	Schedule Item No. A- 25:- Specifications for CYGNUS 845-4P multiple media auto changeover converter:	
	<p>Supply and Installation of CYGNUS 845-4P MULTIPLE MEDIA AUTO CHANGEOVER CONVERTER-4 PORT, for simultaneously interconnecting Digital Axle Converter, UFSBI, Block Phone etc. across a Block Section/ lbs over multiple media. Product has the following features:</p> <ul style="list-style-type: none"> a) Two 120 ohm E1 Main Links with RJ45 connector, having (1+1) hot standby facility b) Two optical Main Links with (1+1 hot standby dual core path and single core path) having 20 Km driving distance. c) Four V.21N.23 (E&M) 2-wire/4-wire user interface with auto changeover to Quad links in case of failure of all Main Links. Each user port is configurable as 2W or 4W without any restriction. 	

	<p>d) Unit supports power OFF fail safe mechanism. In case the unit is switched OFF, all analog user devices are bypassed to the Quad link automatically. –</p> <p>e) Unit supports four numbers of Potential free contacts which can be linked with data logger/RTU for E1 Status, Optical status & Power Supply status. '</p> <p>f) Unit supports front panel resettable audible buzzer in case of main link fails (optical or E1).</p> <p>g) Unit supports front panel LED indicators for Quad health status, E1 dual, Optical dual path.</p> <p>h) Unit should have dual hot standby DC power supply having 24VDC/48VDC</p> <p>i) Unit is 1U height with 19 inch rack mountable-facility</p> <p>j) Unit supports operating temperature from -5 degree Celsius to +55 degree Celsius. Accepted Make/Brand:-CYGNUS or Team-Link or Similar. Make/Brand- Cygnus 845-4P.</p>
1.23	Schedule Item No. A - 26:- Specifications for Transformer Based Inverter:
	Supply as per description in Tender Schedule.
1.24	Schedule Item No. A – 27:- Specifications for Class B&C surge protection Device (SPD) type I & II:
	Supply as per description in Tender schedule.
1.25	Schedule Item No. A- 28 :- Specifications for Cable fault locator:
	Supply as per description in Tender schedule.
1.26	Schedule Item No. A - 29:- Specifications for Optical Power meter:
	Supply as per description in Tender schedule.
1.27	Schedule Item No. A - 30:- Specifications for Tool Kit:

	Supply as per description in Tender schedule.
1.28	Schedule Item No. A – 31:- Specifications for Krone tool:
	Supply as per description in Tender schedule.
1.29	Schedule Item No. A – 32:- Specifications for Crimping Tool:
	Supply as per description in Tender schedule.
1.30	Schedule Item No. A – 33:-Specifications for LAN TESTER:
	Supply as per description in Tender schedule.
1.31	Schedule Item No. A – 34:- Specifications for report printing terminal :
	Supply as per description in Tender schedule.
1.32	Schedule Item No. A – 35:- Specifications for Report Generation Unit::
	Supply as per description in Tender schedule.
1.33	Schedule Item No. A – 36:- Specifications for Table with chair:
	Supply of steel office table (Dimension Minimum: length 760 mm X Width 450mm X Height 750 mm, with minimum three drawers In The Pedestal Unit) and chair (Chair - Model 7046/R of Godrej or Similar)
1.34	Schedule Item No. A – 37:- Specifications of furniture for OFC room:
	Supply as per description in Tender Schedule.
1.35	Schedule Item No. A – 38:- Specifications of cup board almirah:

	Supply of Godrej make almirah as per specifications given below:														
	<table> <tr> <td>Delivery Condition</td><td>Pre-assembled</td></tr> <tr> <td>Door Type</td><td>Hinged</td></tr> <tr> <td>Primary Material</td><td>CRCA Steel (minimum 1.2 mm)</td></tr> <tr> <td>Finish Color</td><td>Grey</td></tr> <tr> <td>Number of Shelves</td><td>4</td></tr> </table>	Delivery Condition	Pre-assembled	Door Type	Hinged	Primary Material	CRCA Steel (minimum 1.2 mm)	Finish Color	Grey	Number of Shelves	4				
Delivery Condition	Pre-assembled														
Door Type	Hinged														
Primary Material	CRCA Steel (minimum 1.2 mm)														
Finish Color	Grey														
Number of Shelves	4														
1.36	Schedule Item No. A - 40:- Specifications for DC Power distribution panel:														
	Supply as per description in Tender Schedule.														
1.37	Schedule Item No. A - 41:- Specifications for 16 Ampere 2 Pole DC MCB:														
	<table> <tr> <td>Brand</td><td>Schneider Electric or similar</td></tr> <tr> <td>Current Rating</td><td>16 Amps</td></tr> <tr> <td>Voltage</td><td>500 volts</td></tr> <tr> <td>Circuit Breaker Type</td><td>Standard</td></tr> <tr> <td>Mounting Type</td><td>DIN Rail Mount</td></tr> <tr> <td>Number Of Poles</td><td>2</td></tr> <tr> <td>Number of Memory Sticks</td><td>1</td></tr> </table>	Brand	Schneider Electric or similar	Current Rating	16 Amps	Voltage	500 volts	Circuit Breaker Type	Standard	Mounting Type	DIN Rail Mount	Number Of Poles	2	Number of Memory Sticks	1
Brand	Schneider Electric or similar														
Current Rating	16 Amps														
Voltage	500 volts														
Circuit Breaker Type	Standard														
Mounting Type	DIN Rail Mount														
Number Of Poles	2														
Number of Memory Sticks	1														
1.38	Schedule Item No. A - 42:- Specifications for 32A Two pole DC MCB:														
	<p>It should be similar to Schneider 32A 2 Pole DC MCB.</p> <p>Standard-IEC/EN 60947-2</p> <p>Rated Current-32A</p> <p>Rated Voltage- 500VDC</p> <p>Number of poles-2</p> <p>Short Circuit Capacity - 10kA C Curve Type.</p>														

1.39	Schedule Item No. A - 43:- Specifications of IO sensor:
	<p>IO sensor is required for monitoring the status/Health of the power plant/systems.</p> <p>The system should be complete including all software, hardware accessories including cables, connectors, sensors, required for alarm generation as mentioned in list below.</p> <p>The system should have following system details</p> <ul style="list-style-type: none"> i. 230V AC power supply status. ii. OFC room door open/Close alarm. iii. Charger health status. iv. Alarm notification through e-mail/message/whatsapp. v. IO system should have provision of Capable with dual network for reporting data/status. vi. OFC room temperature and humidity. <p>All wiring to be done neatly through proper cabling/ lacing in pipe as per site requirement.</p> <p>The work includes supply, installation and integration of system with NMS.</p>
1.40	Schedule Item No. A - 44:- Specifications of 100 pair Krone Terminal Box:
	Supply as per description in Tender Schedule.
1.41	Schedule Item No. A - 45:- Specifications of 100 pair Krone type connectors with CT box:
	Supply as per description in Tender Schedule.
1.42	Schedule Item No. A - 47:- Specifications of 12 PAIR C.T BOX (METAL BOX) WAGO TYPE:
	Supply as per description in Tender Schedule.

1.43	Schedule Item No. A- 48 :- Specifications for media converter:
	Media converter shall confirm to RDSO specification no. RDSO/SPN/TC/103/2013 Rev 2 or latest.
1.44	Schedule Item No. A -49:- Specifications of 10 pair Disconnecting IDC modules:
	Supply as per description in Tender Schedule.
1.45	Schedule Item No. A – 51:- Specifications for 0 db optical connector:
	Supply as per description in Tender schedule.
1.46	Schedule Item No. A – 52:- Specifications for 5 db optical connector:
	Supply as per description in Tender schedule.
1.47	Schedule Item No. A – 53:- Specifications for 10 db optical connector:
	Supply as per description in Tender schedule.
1.48	Schedule Item No. A - 54:- Specifications of Ring Earth :
	Supply as per description in Tender Schedule.
1.49	Schedule Item No. A - 55:- Specifications of Maintenance Free Earth:
	Supply as per description in Tender Schedule.
1.50	Schedule Item No. A – 57:- Specifications for Ports wise analog extension license:
	Supply as per description in Tender schedule.

1.51	Schedule Item No. A – 58:- Specifications for Paramite Battery Wire / Cable:
	Supply as per description in Tender schedule.
1.52	Schedule Item No. A- 59:- Supply and installation of 1 KVA UPS:
	Supply as per description in Tender schedule.
1.53	Schedule Item No. A- 60 :- Specifications for Network Monitoring System :
	Supply as per description in Tender schedule.
1.54	Schedule Item No. A- 61 :- Specifications for STP CAT-6 Cable:
	Supply as per description in Tender schedule.
1.55	Schedule Item No. A - 62:- Specifications for UTP CAT-6e cable:
A.	It shall be of standard make of D-Link, Digisol, Polycab, Derwiser of 305 Mtrs. length in a Box.
B.	Transmission speed should be gigabit.
C.	Power some channel bandwidth should be 160 MHz or above.
D.	Tested up to 350 MHz.
E.	Four pair 24 AWG solid copper, low smoke / FR PVC jacket.
F.	At 200 MHz maximum attenuation should not be more than 32 dB/100 meter
1.56	Schedule Item No. A- 63:- Specifications for switch board cable 0.5 mm (50 pair):
	Supply as per description in Tender schedule.

1.57	Schedule Item No. A- 64:- Specifications for 20 pair Switch board cable :
	Supply as per description in Tender schedule.
1.58	Schedule Item No. A- 65:- Specifications for switch board cable 0.5 mm(10 pair):
	Supply as per description in Tender schedule.
1.59	Schedule Item No. A- 66:- Specifications for multi strand PVC insulated flexible power copper cable, size: 3 core X 2.5 sq.mm.:
	Supply as per description in Tender schedule.
1.60	Schedule Item No. A- 67:-Specification for PVC flexible copper cable single core, multistrand 1x25 Sq.mm:
	Supply as per description in Tender schedule.
1.61	Schedule Item No. A- 68 :- Specifications for PVC Casing Capping:
	Supply as per description in Tender schedule.
1.62	Schedule Item No. A- 69 :- Specifications for PVC Rigid/ Conduit pipes:
	Supply as per description in Tender schedule.

General specification for Installation and Execution part.

2.1	General specification for Installation and Execution part:
	All of the execution works shall be done as per extant practices on Central Railway, site conditions and instructions of the site in-charge nominated by Railways.

		<p>The Contractor shall not execute the work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the site in charge.</p> <p>Contractor will be himself responsible for the safety of his personnel during execution of work. Railway will not be responsible for making payment for any type of compensation.</p> <p>Power supply will be given for installation work including battery charging; wherever available as per railway standard practice and contractor will have to pay necessary charges as per rules.</p> <p>Non-availability of Power will not be a reason for the slow progress of work. If power is not available the contractor shall make his own arrangement for portable Genset /electrical power.</p>
2.2	Training:	
	A.	The contractor shall provide hands on training and training by OEM/OEM training partner with detailed course material on the installed equipment related to IP-MPLS system and Main NMS, including software covering at least the following,
		i) Introduction to EMS & NMS, Routers, NMS Servers.
		ii) Configuration and operation of Networking Equipment, Router, NMS/EMS, Servers and other equipment etc. supplied under the project.
		iii) Troubleshooting and preventive maintenance.
		iv) Training on operation of IP MPLS & NMS system.
	B.	<p>All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.</p> <p>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 or at railway premises, as decided by competent authority.</p>
	C.	Training Manual:
		Sets of training manuals in hard copies & soft copies containing details of technical specification, installation & commissioning, troubleshooting & maintenance schedule etc. shall be provided by the contractor. Consolidated and comprehensive documentation shall be made available to each participant.

2.3	A.	Specifications and Requirements for placing of various pipes and cable ducts/HDPE duct/RCC ducts in trenches:
	I.	All the pipes/ducts to be placed in the trenches for laying of cables shall be transported to site by the contractor by its own means.
	II.	All the trenches shall be properly and thoroughly cleaned before laying the pipes/ducts.
	III.	While laying of ducts it shall be utterly cared that there is no damage to the duct due to mishandling.
	IV.	If more than one pipe or ducts are to be laid in the same trench then both should be laid side by side.
	V.	After cable laying the duct should be refilled with concrete material as per the proportion of 1:3:6 and grouting the ends at either side of the rocky portion using concrete mixture with Contractor's own cement and other materials.
	VI.	For laying of HDPE pipe/duct in trenches, supply and pulling of nylon rope through trenches at different places should be as per the directives of the engineer at site. HDPE pipe will be supply by railway.
2.4		Specifications and requirements for Digging of Trenches in the Soft Soils, hard soil, Asphalted area and Track Crossings:
	A.	The contractor shall depute proper and competent supervisor for trenching and cable laying work.
	B.	Before starting the trenching foot by foot survey shall be done along-with the Railway's representative.
	C.	The cable route shall be jointly finalized by the contractor's and Railway's representatives.
	D.	The proposed cable route plan shall be submitted to the Railways and it shall be got approved (also by the engineering and electrical branches).
	E.	In addition to the main cable plan, a track crossing plan shall also be got approved before starting the work.
	F.	The cable shall be laid at the Railway's boundary (one meter inside the outermost boundary).

G.	While trenching it shall be kept in mind the depth of the trench shall be 1.2 meter deep (or as specified in tender schedule) and 300mm wide in normal soil/strata until and otherwise specified by the engineer in charge.
H.	While cutting of roads/platforms for depth of 300mm x 300mm width, restoration of the same should be made after laying of RCC/GI/DWC pipes.
I.	While trenching the contractor shall clear the temporary obstructions like roots of tree if any, some foundation if any. If it is not feasible to clear the route the route shall be diverted accordingly with the prior permission of the engineer in-charge.
J.	All excavated earth shall be staked by the contractor away from the track and not on ballast or shoulders.
K.	This work also includes covering of cable laid in trench by loose soil for a layer of 50mm thickness approximately before covering by stones/bricks, clearing of route, bushes etc. The work shall be done as per the extant practice on Central Railway and instructions of Railway Engineer at site.
L.	In case depth of trench is not achievable due to site conditions proportionate payment will be made.
M.	In case digging is to be done in between tracks, the excavated earth shall be carried manually beyond the adjacent track/tracks and stacked completely outside. In case the trench gets filled up with water from the surrounding area due to rain etc., the Contractor shall have to make his own arrangement to pump it out without any extra charges payable for the same.
N.	If during the trenching, any cable markers, obstruction such as pipes or cables or any bricks or warning covers which appear to be deliberately placed in the location is noticed, the digging should be stopped immediately and the Railway Supervisor should be called. Further excavation will be done in his presence very carefully with the help of wire claws and digging can be further resumed only with the permission of the Engineer/Supervisor-in-charge.
O.	Where the cable route is on uneven ground, reasonably long section of consistent grounding shall be dug, rather than following every undulation of the ground.
P.	Before starting the trenching in the asphalted area the contractor shall

		got prior approval of competent authority.
	Q.	During the trenching and cabling work in the asphalted areas the contractor shall cordon off the area with proper means of barricading and warning board for the user of that area.
	R.	After the cabling or the laying of suitable pipes or ducts the asphalted area shall be restored back to its earlier state of surface by proper means.
	S.	While restoring back the contractor shall take care that the level of this area must match with the nearby areas.
	T.	Before the track crossing it shall be ensured that a commencement notice shall be given to P-way supervisor.
	U.	During trenching the muck in the form of soil or ballast shall be filled in gunny bags and kept away from the track area.
	V.	After the track crossing is done and the trench is refilled, the leftover muck shall be taken far from the track area.
	W.	No muck in any form like soil shall be left in the track areas.
	X.	The contractor shall keep one additional man to look for the trains while the trenching and cabling work is being done in track areas. The duties of this person shall be to look for the trains and warn the labours working in the track areas. Railway shall in any case not be responsible for any miss-happening on the track areas.
	Y.	The contractor shall ensure that all safety features have been arranged for its labour.
	Z.	The contractor shall also apply for and got issue the ID card for its labour supervisor and associated labour.
	AA.	Railway shall not be responsible for the staying facility of the labour during the work.
	BB.	IN CASE OF ANY CONFUSION BETWEEN THE SPECIFICATIONS, DRAWING AND INSTRUCTIONS OR BETWEEN ANY TWO CLAUSES OF THE TENDER DOCUMENT THE DECISION OF ENGINEER IN CHARGE SHALL BE FINAL.
2.5	Specifications and Requirements for laying of Cables:	
	A.	All the cables shall be transported to the site by the contractor by its own means.

	B.	The cables at site shall be stored properly, fully protected against harsh environmental conditions like rains etc.
	C.	All the cables shall be megged before laying of the cables and a proper record shall be handed over to the Railway's engineer in charge.
	D.	Cable drums mounted on Jackscrew stand shall be used for cable laying to avoid any kinks or pressure on the cable during cable laying. Sufficient manpower should be arranged by the contractor to lay the cable manually so that it does not rub on the ground.
	E.	Cable shall be laid with due caution so as not to cause any damage due to rough handling.
	F.	While laying the cable, precautions shall be taken to avoid any kind of pressure on the cable.
	G.	The Cable drum should be mounted on a jackscrew stand and the cable should be pulled while laying. During this care must be taken to support the cable manually so that it does not rub on the ground and also to avoid any twist in the cable.
	H.	As a matter of practice, until and otherwise, not more than 1-2 meter of coils are left for all the cables as a loop after considering the length required for the termination.
	I.	Before the back filling is done, the cable markers will be provided in such a way as to keep the top portion visible after filling.
	J.	If the cable route markers are provided by the railways, then the same has to be placed as per further instructions.
	K.	The marker should be so placed as to be clearly visible and shall not project above rail level of the nearest track and shall not be more than 200 mm from the top surface of ground level.
	L.	There will be one cable route marker at every thirty meters interval. Additional cable markers to be provided at bends and at such other locations which will be indicated by the supervisor-in-charge.
	M.	One cable route marker shall be placed at the point of divergence.
	N.	One cable marker at either end shall be placed at each track crossing.
	O.	One cable marker at each side of culvert/bridge etc.
	P.	When Signaling and Main Telecom cables are laid in the same trench, a distance of 100 mm is to be maintained between them.

	Q.	When Signaling and L.T. or H.T. power cables are placed in the same trench, they must be separated by a row of bricks (any pipe RCC/DWC) between them.
	R.	<p>In case several cables of different Categories are laid in the same trench, these should be placed in the following order starting from the main track end, so that in case of accidents the maintenance staff may easily recognize the damaged cables from sight.</p> <p>1st Main Telecom cable. 2nd Signalling Cable. 3rd L.T. Power cable. 4th H.T. Power cable.</p>
	S.	IN CASE OF ANY CONFUSION BETWEEN THE SPECIFICATIONS, DRAWING AND INSTRUCTIONS OR BETWEEN ANY TWO CLAUSES OF THE TENDER DOCUMENT THE DECISION OF ENGINEER IN CHARGE SHALL BE FINAL.
2.6	Specifications and Requirements for Fixing/clamping of pipes on the bridges /culverts/rock cutting area/tunnel:	
	A	First all the bridges shall be surveyed before commencing this item.
	B	After surveying it shall be jointly finalized by the Railway's and contractor's representative that what are the feasible spots where angles and channels can be provided.
	C	The fixing of GI/RCC./PVC pipe (All material for fixing pipes such as clamps, spacers, fixing arrangements etc. should be supplied by with contractors with his own cost. Only pipe will be supplied by railways.) on culverts shall be as per Drawing given by SSE-Tele.
	D	GI pipe on girder bridge should be fixed with suitable MS clamps at the interval of 2 Mtr with requisite Nos. of nut & bolts as per site requirement and bricks masonry work at both the end with contractor's own materials.
	E	All the angles and channels shall be of material (MS) having thickness more than or equal to 5 mm.
	F	The shape and size of the angles and channels shall be jointly finalized by the Railway's and contractor's representatives.
	G	It should be kept in consideration while finalizing the size of angles and channels that there should be sufficient space extra after providing the pipes.

	H	The plans and drawing, to fit the channels and angles on the bridge, shall also be got approved by the bridge organization of the concerned jurisdiction.
	I	While laying the cables in the pipe, the corners of the bridges shall be covered with solid concreting to prevent any access of the cables to the unwanted outsiders.
	J	All the pipes shall be properly coupled through couplers.
	L	IN CASE OF ANY CONFUSION BETWEEN THE SPECIFICATIONS, DRAWING AND INSTRUCTIONS OR BETWEEN ANY TWO CLAUSES OF THE TENDER DOCUMENT THE DECISION OF ENGINEER IN CHARGE SHALL BE FINAL.
2.7	Specification for Fixing of PVC Pipe/casing with capping and Laying of cable inside PVC Pipe/casing:	
	A.	General:
	I.	Careful survey of cabling route should be made to ensure that the most suitable route is selected for execution.
	II.	Telephone cables shall be segregated from electrical cables at all intersection points.
	III.	Insulation sleeves shall be provided for telephone cables crossing electrical wires.
	IV.	Items associated with the installation should be located so that they do not create a hazard to the occupants of the premises or to installation or maintenance staff
	V.	DP should be fitted in locations that minimize the risk of damage.
	VI.	Only proper tools should be employed in installation work. Any attempt to misuse any tools will result in unwanted damage or even risk getting injured.
	VII.	As soon as work is completed at any access point, all internal fittings, the cover and its fixing screws should be properly secured.
	VIII.	A final check of all covers that have been removed should be made before leaving the premises to ensure that the covers and screws are correctly replaced.

	B.	Laying CAT6 Cable/ Patch cords:
	I.	CAT-6 cable shall be used to connect the IP equipment with the L2 switch. Proper CAT-6 RJ45 connectors suitable for cables shall be used for termination. The terminations should be conforming to industry standards and connector hoods should be provided. The patch cords should be uniformly placed. The CAT-6 cable shall be drawn in PVC conduit/Casing capping that should be properly laced and clamped at regular intervals of about 2 feet.
	II.	CAT6 patch panels should be fixed with all the fasteners in the 19 inch rack. Lacing of patch cords should be ensured and they should be laid in proper pathways wherever desired.
	C.	Laying Switchboard Cable:
		Switchboard cables should be taken to MDF from the racks either through the channels on top of the 42U racks or through the floor by cutting the floor tiles. If laid through the floor, the tiles should be properly replaced and repaired to the evenness of the original floor. The MDF should be properly earthed with wire of adequate quality.
	D.	Laying Power Cable:
	I.	The Power Cable shall be terminated in a power distribution box having MCBs of 5 ampere each capacity and power socket with switch each of 15 ampere capacity. Whereas all the Power Cables coming from Equipment shall be terminated on the wall in the Equipment room / Control room near Central switch in a power distribution box having appropriate number of MCBs of 5 ampere capacity each. The phase of 230V A/C shall be extended through the MCBs whereas for neutral there shall be a common bus bar in the distribution box.
	II.	Power cables should be neatly drawn inside casing capping or conduit of appropriate dimensions across the walls. At no point in the run should there be any exposure of the cables.
	III.	The Power Cable has to be laid from the nearest source of power supply
	E.	General Laying of PVC casing capping and conduit:
		The casing capping and conduits, as the case may be, should be clamped at the walls at the regular interval of 2 feet and it should be ensured that the uniformity is maintained. At bends care should be taken that there is no gap in capping. Wherever they are needed to pass through the walls proper drilling should be done to pass and afterwards the hole should be properly filled so as to match with the

		original level of the wall/ceiling.
		This include supply and installation of required bends/connectors for drawing PVC pipe line,
	F.	Specification for Laying of 6-core optical fiber cable:
		OFC cable shall be laid in PVC pipe / casing-capping as per route shown and instruction of site engineer of Railway.
		All joints, Splicing will be done by contractor whenever required. Laying of telecom OFC cable as per normal practice of Railways and according to approved cable route plan in the excavated trench, as per site requirement and instructions of site engineer of Railway.
		All connectors and coupling cables required for installation will be provided by contractor and as per instructions of site engineer of Railway.
		This includes drilling holes, breaking walls for taking cables, as per site requirements and instructions of site In charge of Railways.
2.8	Specification for Fixing of DP and termination of cables	
	A.	DPs shall be fixed on wall/pillar or any suitable structure and in a manner it is designed for.
	B.	All the cables shall enter into the DP from top of the box and from the proper entry only.
	C.	The cables should not be run in front of the Krone modules.
	D.	Cables should be terminated properly in Krone modules as per requirement.
	E.	Spare cable pairs not wired to terminal should be long enough to reach any terminals and coiled around the working pairs of the same cable.
	F.	Each cable should be passed through the guides provided and follow the raceways formed by the space between modules in the following manner
2.9	Specification for Installation, Testing and commissioning of VoIP Server.	
	A.	OEM installation, maintenance & operational manual should be

		provided in 3 copies at every location.
	B.	Installation and fixing should be as per installation manual of OEM.
	C.	All wiring shall be in PVC casing capping/conduit pipe / D-channel. The proper capacity power wiring along with good quality electric male /female plug with switch shall be provided by the firm. Power cable, Data cable etc. shall be laid in cable guide after putting ferules for easy identification of cable & lacing and clamping of cable shall be done at regular intervals of 1 meter.
	D.	Servers shall be installed in 19" Rack as per schedule.
	E.	IN CASE OF ANY CONFUSION BETWEEN THE DRAWING AND INSTRUCTIONS OR BETWEEN ANY TWO CLAUSES OF THE TENDER DOCUMENT THE DECISION OF ENGINEER IN CHARGE SHALL BE FINAL.
2.10	Fixing and wiring of speaker	
	A.	Speakers shall be fixed using C-class GI pipe of size one inch or as per fixing /hanging arrangements of site condition.
	B.	MS bracket, necessary clamps and required accessories of standard make shall be arranged by contractor at site as per instruction of Railways site engineer.
2.11	Requirements of 4/6 quad cable jointing	
	A.	Location of joint pit – distances from Centre of nearest track and distance from nearest mile stone/ pole No should be noted down and conveyed to site engineer.
	B.	Depth of joint at pit from ground level should be 1.2 meter. Cable route plan should be modified accordingly and location of joint enclosure should be indicated on existing cable route plan.
	C.	Jointing conductors should be properly insulated by sleeves and to tape and should be properly covered with aluminum cover.
2.12	General instructions for removal of all types cables and conduits:	
	A.	Care should be taken not to damage other cables, railway assets while removing cables and conduits.

	B.	Cables should be properly bundled/ bunched together as per instruction of site supervisor. The release material should be transported with his own cost to the concern depot for final disposal or as instructed by site supervisor.
2.13	All Consumables and Hardware:	
A.	The contractor shall provide all consumables, hardware and erection material as is required for the complete installation of the system at his own cost as below.	
B.	These materials shall include but not limited to the following.	
	i.	Consumables: Drilling and metal/wood cutting accessories, soldering equipment and accessories, welding accessories like rods and gas, oil & grease, cleaning fluids, paints, cotton waste, electrical tape, etc
	ii.	Hardware: Nuts & bolts, washers, screws, nails, brackets, supports, hangers, saddles, cleats, clamps etc.
	iii.	Materials: Conduits and accessories, junction boxes, terminal blocks, various types of cards like USB, HDMI, VGA, RCA, Audio etc. as per site condition, connectors, lugs, ferrules, brass glands, ground wires etc
C.	Any other material required for complete installation of the system, but not mentioned in the estimate has to be included under this item and needs to be supplied by contractor at no additional cost.	

Part –E

Special Conditions of Contract

Special Conditions of Contract

1. The contract shall be governed by Indian Railways Standard General Conditions of Contract April 2022 as amended/corrected from time to time (GCC).
2. These special conditions supplement the Regulations for tenders and contracts, the General Conditions of Contract (April 2022 with latest ACS) and the notes appearing under the relevant chapters and sub-chapters of the Standard Schedule of Rates, 2021 and should be considered a part of the contract document.
3. The General Conditions of Contract (GCC) shall mean the Indian Railways Standard General Conditions of Contract April 2022 as amended and/or corrected from time to time.
4. Tenderer shall read the tender documents carefully and also study the Schedules of Rates before submitting their offer. Tenderer shall also inspect and ascertain site conditions & magnitude of work involved. Tenderer shall be aware of the latest guidelines issued by RDSO and Railway Board. No claim of the contractor due to ignorance on this account shall be entertained/accepted.
5. For the purpose of this tender/contract, the relevant portion of clause 10.1 and 10.2 of Part-I of GCC shall be as follows:
 10. Eligibility Criteria:
 - 10.1 Technical Eligibility Criteria:
 - (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief 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. Such subcontractor must fulfil technical eligibility criteria as follows:

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

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

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

Note for item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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 closing 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.

Note: For this tender, the definition of Similar Nature of Work shall be as given below:

“Any work involving supply, installation, testing and commissioning of

- **IPMPLS equipment**
- OR**
- **Internet Protocol based Networking Systems**
- OR**
- **OFC based SDH system”**

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC April, 2022.

Technical and financial criteria for JV firms:

the relevant portion of clause of Part-I of GCC shall be as follows:

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

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

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum ~~25%~~ 10% of the cost of work i.e., each non-lead member of JV must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of ~~25%~~ 10% of advertised value of the tender.

(b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum ~~25%~~ 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of ~~25%~~ 10% of cost of any component of work mentioned in technical eligibility criteria.

(ref: ACS-1 14.07.2022)

Note for Para 17.15.1:

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

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

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

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

6. ~~DELETED.~~

7. ~~DELETED.~~

8. ~~DELETED.~~

9. ~~DELETED.~~

10. ~~DELETED.~~

11. ~~DELETED.~~

12. ~~DELETED.~~

13. All Specifications/Check Lists/Guidelines regarding IPMPLS issued by RDSO/Railway Board shall be followed by the Contractor during execution of the work.

14. The quality & integrity of the IPMPLS installation shall be the responsibility of the OEM. The contractor must provide an OEM certificate regarding this before commissioning of any installation, any deficiency pointed out later, shall be attended free of cost by the Contractor/OEM.

15. Contractor shall submit a detailed time programme to the Engineer in line with the Time schedule for execution of the work, mentioned in Scope of the work, within 30 days after issue of LoA. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub Clause.

16. Completion Period

The completion period of the work is including Monsoon season. The contract period may extend over a few monsoon seasons. The contractor should therefore, plan and program his work bearing this fact in mind. However, the contractor shall not take a plea for not adhering to the programme of work and completion period due to the seasonal variations or any interruptions due to monsoon etc. Maintenance period shall be one year from the date of issue of completion certificate.

It should be ensured that within six months from issue of LOA, at least one control section of each division should have been commissioned.

17. It will be imperative on each Tenderer to fully acquaint them with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the work. The Railway shall not entertain any request for clarifications from the Tenderer regarding such local conditions. No request for change of price will be entertained after the offer is accepted by the Railway on account of any local condition or factor. The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, signalling and telecom installations, working hours, layout of land, trees and shrubs that he/they will have to cut, type of strata likely to be met within the borrow pits, stacking space for materials, approach roads, path ways available etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road from outside Railway land and contractor(s) will bear entire expenses such as road taxes,

payment for right of way, etc. to outsiders and for Construction of approaches/approach roads, etc.

18. Conditional tenders will generally not be considered and are liable to be rejected. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever. Railway also reserves the right to reject any special conditions stipulated by the Tenderer as considered unacceptable to the Railway. If any deviations from the General conditions / special conditions / specifications or any other condition of tender are proposed by the tenderer, they should be mentioned on Statement of Deviation (Appendix-IX of Part B), along with financial implications, if any in separate sheet and not elsewhere in the tender documents. Only such special conditions/specifications stipulated by the tenderer/s, which are having nil financial repercussion, and which have been specially approved by Railways in writing shall be deemed to have been accepted by the Railways and shall form part of the contract agreement. The tenderer/s conditions/stipulations which are at variance with the tender conditions/ codal provisions and not approved/ accepted by Railways, shall be withdrawn by the tenderer/s.
19. The Tenderer/s shall not increase their quoted rates in case the Railway Administration negotiate for reduction of rates, such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the Tenderer/s.
20. The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders. The Railway administration reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever. Railway administration also reserves the right to cancel the tender at any stage.
21. Any change in the address of the contractor shall be forthwith intimated in writing to the Railway. The Railway will not be responsible for any loss/ inconvenience suffered by the Contractor on account of his failure to comply with this.

Documents to be maintained by successful bidder

22. The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the engineer's Representative after carrying out the tests. The following registers will be maintained at site by the Contractor/s, which should be seen and signed by the Contractor or his authorised representative on daily basis for compliance of instructions recorded therein for satisfactory completion of work.

A. Site Order Register: The Contractor/s shall properly sign in site order register, Orders given by the Engineer or his representative or his superior officers and comply with them. The Contractor/s shall report the compliance to the Engineer in good time so that it can be checked.

B. Labour Register: This register will be maintained to show daily strength of labour in different categories by the contractor/s.

C. Daily Progress Register: It shall indicate daily progress of work done by the contractor shall be got signed at least once in three days from site Engineer in token of acceptance. The format of the Register will be advised by the Engineer.

D. Progress Reporting: The Contractor shall submit the periodic progress reports at regular intervals regarding the state and progress of work to the Railways. The details and Performa of the report will mutually be agreed after award of the contract. Such reports shall be for daily manpower, equipment and plant development, weekly work progress and monthly progress review reports. All actions as directed by Railways, pursuant to such reports shall be promptly attended to by Contractor.

E. Any other register considered necessary by the Engineer shall be maintained at site in which the representative to the Engineer and the Contractor/s or his/their authorized representative will have to sign. The registers, programs, charts etc. will be the property of the Railway.

Foreign Exchange, Import Licence, Royalties and Patent Rights

23. Any foreign exchange or Import License, if required, for supply of goods and service under the contract will have to be arranged by the contractor at his cost. Railway shall make all payment due, under the contract, in Indian Rupees only.

24. Royalties and Patent Rights:

- a) The Contractor is forbidden to use any patents or registered drawings, processor patterns in fulfilling his contract without the previous consent in writing of the owner of such patents drawings, patterns or trademarks,

except where these are specified by the purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the purchaser of any proprietary rights that may exist on such Processes, drawings or patterns which he may use of his own accord.

- b) The contractor shall defray the cost of all Royalties fees and other payment in respect of patents, patent rights and licenses which may be payable to patentee, licensor or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether wilfully or inadvertently) by the contractor on this provision, the contractor shall indemnify the Railway and their officers, servant and representative against all claims, proceeding, damages, cost charges, expenses, loss and liability which they or any of them may sustain, incur or be put to, by reason or in consequence, directly or indirectly of any such breach and against payment of any royalties, damages or other moneys, which the Railway may have to make, to any person or holder entitled to patent rights in respect of the users of any machine, instruments, process, article, matter or thing, constructed, manufacturing supplied or delivered by the contractor or to his order under this contract. The tenderer is deemed to have accepted this clause, in regard to indemnifying the railway as stated above, when his tender has been submitted to the Railway.
 - c) In the case of patents taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the purchaser, he shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer.
25. 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.
26. **Excepted Matters:** All measurements, method of measurement, meaning and intent of specifications and interpretation of special conditions of contract, given and also made by the Railway or by the Engineer on behalf of

the Railway shall be final and binding and shall be considered “Excepted Matters” in terms of condition No. 63 of the General Conditions of Contract and will Strictly stay outside purview of any arbitrations limit and will not be arbitrable.

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

28. **Use of Railway Land and Private Land:**

- a) Use of Railway land required by the contractor(s) for constructing temporary offices, quarters, hutments, etc. for the staff and for storing materials, etc. will be permitted to him/them free by Railway, if available. The location of these offices, hutments, stores etc., will be subject to the approval of the engineer or his representative. The land will be restored to Railway by the contractor(s) in the same condition as when taken over or in vacant condition as desired by the engineer, after completion of the work or at any earlier day, as specified by the Engineer. The failure to do so will make the contractor(s) liable to pay the cost incurred by the Railway for getting possession of land. Any structure if available can be given on license fees in force at the time of giving the structure for use.
- b) The Contractor will have to make his/their own arrangements for use of private land, outside Railway limits for due fulfilment of contract or for borrow pits, approaches, etc., directly with the land owners or local authority and to pay such rents if any as are payable as may be mutually agreed upon between them.

29. **Land, Service Roads, Approaches etc.:**

- a) The rates for all items of the schedule shall be inclusive of the cost of all arrangements for crossing obstructions to be crossed in the course of the work over land or across water and the cost of providing and maintenance of approach and/or service roads that may be necessary for bringing and removing the plants, machinery and material to and from the site of work including rent for use and /or compensation for damage if any to intervening private land reversed by such approach/service roads, and including cost of acquisition of land, if required for the purpose. The contractor will be

permitted to make use of available service roads of the Railways free of cost. Railway reserves the right to make use of the contractor service road without paying any charges to him.

- b) After completion of the work, the Contractor shall clear all the land under his temporary occupancy to useable condition without any cost to Railway and over to the concerned parties before the completion of Maintenance period.

30. Safety of Existing system of Railway:

- a) The contractor should abide by all the Railway regulations and also ensure that the same are followed by his representatives, sub-contractors, agents, servants or workmen. He is therefore bound under these clauses to give notice to them about the provision of this clause and the consequent liability of the contractor under the agreement. The contractor shall conform to all the Railway Rules relating to safety of personnel and operation of signals and points. In the A.C. electrified areas the special precautions as laid down in AC Traction Manual shall be followed.
- b) No petroleum spirit within the meaning of the Indian Petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor. The contractor shall also ensure that approval of the Engineer has been obtained for storing any other inflammable material well in advance.
- c) The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the safety of train movements, but they should whenever necessarily notify the qualified Railway staff who will then take necessary steps. The contractor shall also be responsible for any damage that may cause due to the carelessness of his workmen and will bear the consequences in this regard.
- d) The work must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway. The Contractor shall do no work that may interfere with traffic until protection has been provided by the Railway and under supervision of Railway's representative. When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway representative Junior Engineer/Senior Section Engineer (JE/SSE). Whenever trackside work is undertaken by the contractors, areas for unloading of bulk materials should be clearly demarcated and barricades provided, if necessary, with the consent of the (SSE/JE) Telecom, in-charge of the work. Suitable steps shall also be taken to prevent transport vehicles and such other machinery gaining access so

near the track as to threaten the safety of running trains. That, whenever it becomes inescapable to allow transport vehicles or mobile machinery to operate in close proximity to the running lines the maximum moving dimensions for the said lines shall be adequately protected by fencing or such other suitable measures. No vehicle will normally be permitted to ply adjacent to the running lines.

- e) The contractor will be responsible for the safety of hired trucks and men etc. working at the site. He will also be responsible for any damage caused to the Railway property, staff and passengers travelling on the line on account of his truck/vehicles having been allowed to ply on the bank.
- f) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the Rules and Regulations of the Railway.
- g) The contractor shall take necessary precaution for working near the power lines.
- h) If at any time the Railway finds the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. However, it is not obligatory on the part of the Railway's to give such directions. The issue or non-issue of any direction in the matter by the Railway shall in no way absolve the contractor of his sole responsibility to adopt safe working methods. The stone-breakers, if employed shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- i) Necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available by the contractor for the use of the persons employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps, to ensure proper use of equipment by these concerned. When not in use, electrical apparatus shall be switched off. No paint containing lead or lead products shall be used except in the form of paste or ready mixed paints. Suitable face masks should be supplied by the contractor for use by the workers when paint is applied in the form of spray.
- j) Within the station premises and especially on passenger platforms, the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- k) In case of an accident of any nature, the contractor will indemnify the Railway for any losses caused by him as a result of the accident.

- l) The contractor will not be entitled to any compensation for any damage or loss sustained by him during execution of the work, for any idle labour transport or any loss or deterioration of the material or tools.
- m) The contractor shall also be responsible for any damage that he may cause due to the carelessness of his workmen and will bear the consequences in this regard.
31. All the tools, equipment, apparatus, instruments etc. necessary for installation, testing, commissioning of the work will have to be provided by the Contractor, for which no separate payment shall be made.
32. Before quoting for the tender, the tenderer shall undertake study/survey of Telecom systems/practices used in Railways and makes his own assessment of the work. Any equipment/design/ component needed to make the entire system successfully functional shall be supplied by the tenderer. It is recommended that the tenderer should carry out field visit to understand the scope of work and make his own assessment before quoting the rates. No claim on this account shall be accepted.

33. Materials & Workmanship

- a) All the materials and workmanship in this work shall be of extremely good quality, aesthetic in every respect and is expected to give trouble free service.
- b) The equipment/materials as per RDSO Specifications are to be procured from the RDSO approved sources only.
- c) Equipment/material in the schedule as per IS specification are to be procured from BIS licensed firms only. In case there are no BIS licensed firms for the scheduled item, the equipment/material are to be procured from manufacturers of repute/their authorized dealers after approval of Engineer-in-charge before supply.
- d) Equipment/material in the schedule where RDSO/IS specification has not been stipulated, are to be procured from manufacturers of repute/their authorized dealers after approval of the Engineer-in-charge before supply.

e) Consignee:-

Following officers and SSEs will be responsible for inspection and execution of the work mentioned against each division.

Description	Mumbai Division	Bhusawal Division	Pune Division	Nagpur Division	Solapur Division
Supply Portion	SSE/T/Railnet/CSMT	SSE/T/Auto/BSL	SSE/TELE/PUNE	SSE/Tele/Ajani	SSE/Tele/ Solapur
	ADSTE/Tele/	ADSTE/T/BSL	DSTE PUNE	ADSTE/S/ NGP	ADSTE/T Solapur

	BY				
Execution Portion	SSE/T/Railnet/CSMT	SSE/T/Auto/BSL SSE/T/Khandwa SSE/T/Akola SSE/T/Manmad SSE/T/NKRD	SSE/TELE/PUNE	SSE/Tele/Ajani	SSE/Tele/ Solapur SSE/Tele/ Kurduwadi SSE/Tele/ Kalaburagi
	ADSTE/Tele/ BY	ADSTE/T/BSL	DSTE PUNE	ADSTE/S/ NGP	ADSTE/T Solapur ASDTE/ Kurduwadi ADSTE/ Kalaburagi
Depot of supply material	SSE/Tele/ Stores/Kurla	SSE/T/Auto/BSL	SSE/TELE/PUNE	SSE/Tele/Ajani	SSE/Tele/ Solapur
Note: Please note above nomination may be changed by competent authority as per requirement.					

- f) All the materials should be strictly as per the Specifications mentioned in Part – D of the tender document.
- g) All the materials to be supplied by the Tenderer are to be supplied at the depots mentioned above. The loading, unloading and transportation of these materials from the Depot to the site of work at a later stage will have to be done by the Tenderer at his own cost. Alternatively, if the site is ready and the work is in progress physically, the material can be brought to the site directly with specific approval of field officer of the concerned division. However, custody and security of the material brought directly to the site of work will remain with the Contractor till the materials supplied are duly erected and accepted by the Railway.
- h) RDSO/RITES inspection call letters will be issued by officers of concerned division for their portion of scheduled quantities.
- i) Materials required to carry out this work, if supplied by the Railways, will be issued at Respective Divisional store Depots as mentioned in table above. The contractor will have to load, transport the material to the site of work and unload at his/her own cost. Contractor has to collect materials to be supplied by Railways from various stores Depots as nominated by Railway with his own arrangement & cost. Balance materials after completion of work, if any should be returned back at the nominated Depot without any further financial cost to the Railways.
- j) The tenderer/contractor will have to furnish an Indemnity Bond issued from Nationalized/ Scheduled Bank for the security of the Railway Material issued to him, the beneficiary being the Dy.CSTE/Project/BB in Charge of the work. The value of such Indemnity Bond will be decided at the direction of Engineer- in charge of the work depending upon the quantity of material issued at a time. However, at any stage the value of the material issued to

the contractor and not utilized/installed/fixed should not exceed the value of the Indemnity Bond.

- k) The cost of transit insurance required as per rules will be borne by the contractor.
- l) Cable laying work will be generally done according to the details of Cable Plan and instructions issued by Sr.DSTE of Respective divisions(Mumbai,Nagpur,Bhusawal,Solapur and Pune).
- m) Railway's materials will be issued on specific requisitions by the Contractor and as per requirement consistent with the progress of works and/or progress of supply of fabricated materials to the Railway.
- n) No extra transportation charges will be paid for handling of the machine / equipment or system component from site to firm's premises and back in case of any requirement.

34. Inspection

- a) Inspection agency :As mentioned in Schedule.
- b) Whenever equipment/materials as per IS specification in schedule are inspected by Authorized Representatives of the Railways/ Consignee, the tenderer will be required to furnish manufacturer's Guarantee/Warranty Certificate along with test certificate in addition to his own warranty certificate
- c) For equipment/materials as per IS specification, if the consignee after verifying all the documentary evidence, visual inspection, measurement of dimension /key electrical parameters as per applicable and any other checks as per facility available with him, is not fully satisfied and if he considers necessary, he can direct the samples to be tested with approval of Engineer in charge as per the specifications given in the schedule, in a laboratory. The laboratory will be approved by Engineer in charge and shall be a BIS approved laboratory.
- d) All expense towards test charge shall normally be borne by Railways. However, if the samples are found inferior when compared to stipulated specification / drawing, the test charges will be borne by the contractor.
- e) All other equipment/ material, where neither RDSO/IS specification are stipulated, and which are to be supplied with consignee inspection, material/equipment shall be procured from manufacturers of reputed firm or their authorized dealers approved by the Engineer in charge before supply. In such cases, if the tenderer is not able to furnish manufacturer guarantee certificate and test certificate for e.g. for items being procured through open market, the tenderer shall furnish his guarantee & warranty for these items.
- f) The Railway shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship or otherwise not in accordance with the specification and the Railway's decision will be final,

even though they might have been inspected by RDSO/RITES. The tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.

- g) Inspection Charges, if any of RDSO and RITES will be borne by the Railways.
- h) The tenderer shall furnish guarantee of materials/equipment's supplied by him for a period of minimum one year after commissioning or as prescribed elsewhere in the tender for trouble free performance. Any defects noted during this period will have to be rectified by him promptly at his own cost.
- i) Items not inspected by RDSO/RITES for any reason, will be inspected by Authorized Agency decided by the Engineer in charge.

35. Consignee's right of rejection

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 after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

36. Approval and Measurement of work

- a) Measurement for payment will be done by nominate SSE/Tele/ and ADSTE of the concerned division duly verified by Sr. DSTE of the concerned division and certificates duly signed sent to Dy.CSTE/Project/BB.
- b) Payment will be made only based on certificates (and measurements) from nominated SSE/Tele and ADSTE/DSTE through Sr. DSTE of respective division. for supply of material against schedule, that the material has been supplied by the contractor as per specifications mentioned in Part - D, Supporting documents like Delivery Challans, inspection certificates (from RDSO & consignee) etc. For installation, certificate that execution has been carried out as per the specification. **All necessary certificates duly signed by concerned SSE/Tele, ADSTE/DSTE through Sr. DSTE of respective division to Dy.CSTE/Project/BB for billing purpose.**
- c) The measurements will be made generally in accordance with standard engineering practice and in conformity with the General Condition of Contract. All the measurements taken shall be jointly recorded and signed by

the contractor's and Railway's representatives in the measurement books. Bills shall be prepared on the basis of these measurement books.

- d) The contractor will obtain written approval of the supervisor after completion of the various sub-items of each work mentioned in the schedule (wherever applicable.)
- e) The contractor shall sign the measurement book as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).
- f) The contractor should ensure that measurement has been made before proceeding further for such work which is not possible to measure subsequently and shall remain hidden e.g. Measurement of cable trench before laying of cables and back filling (wherever applicable)
- g) Presently all agreement, measurements, billings, variations, extensions & miscellaneous correspondence of the works are carried out in IRWCMS portal, hence the bidders are also informed to be acquainted with the said portal.
- h) All measurement, method of measurement, meaning and intent of specifications and interpretation of Special Conditions of Contract, given and made by the Railway or by the Railway Engineer shall be final and binding and shall be considered "excepted matters" in terms of conditions laid down in the General Conditions of Contract.

37. Consequences of Rejection (Rejected stores)

- a) When any stores delivered at the consignee's depots are rejected, the contractor shall remove this within 30 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 Railway nominee shall have the right to dispose of such stores, as deemed fit, at the contractor's risk and cost.
- b) The Railway shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period during which rejected stores remain with the railways after the notice regarding rejection is issued as mentioned above. Material should not be procured from any sources banned for business dealing with Railways under any circumstances.

38. Completion period

- a) The entire work as per the Contract will have to be completed within 12 months period specified in tender notice from the Date of issue of

acceptance letter on a progressive basis. The tenderer will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. The contractor will have to plan the work as per the "Time schedule for execution of work" mentioned in the Scope of Work. Since the progress of work is critically related to the supply of material by the contractor, he will have to supply materials on a progressive basis, so that the work can be completed within 12 months progressively. It would be clearly borne in mind that the works which are not dependent upon the receipt of material duly inspected by RDSO/RITES or on Railway's own share of works, are to be progressed and completed by the contractor well before the final date of completion to avoid accumulation of works towards the fag end. If for any unforeseen reason, the work is delayed on railways account, then suitable extension to the completion period shall be granted without liquidated damages as per the conditions of contract.

- b) In specific circumstances if due to delay in inspection by RITES/RDSO or any other unforeseen reason like transporter strike, strike in manufacturer's factory etc., the material to be supplied by the contractor is delayed; such material can be issued to the contractor on purely loan basis if available in the concerned depot. However, it will not be contractor's right to get material on loan. Railway reserves the right to refuse to give the material on loan. Any delay in giving material on loan by the railway or refusal should not cause any delay in progress of work and the contractor cannot escape his responsibilities in such case. Material on loan should be given only in exceptional cases, if decided by site engineer. If the contractor fails to return such material, the cost of such material will be recovered from the contractor as per railway rules.

39. Contractor's responsibility to arrange tools, plants and machinery

- a) The contractor shall make his own arrangements for all tools, plant and machinery, other facilities, equipment, tools, including spare parts, fuel and consumable stores, and all labour and other facilities required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items. If, however, the plant and machinery/other facilities, equipment, and tools requisitioned by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will the Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.
- b) The contractor(s) shall supply along with his/their offer a list of special tools, plants and equipment required for proper Inspection/maintenance of work. The detailed descriptions/specification of these, with full cost of each and the sources of availability thereof shall be indicated along with the offer.

40. Responsibility for Commissioning

Until the contract works have been provisionally accepted by the Railway, the contractor shall be entirely responsible for the works, whether under construction, during the tests or in use of the Railway's service in respect of preservation, guarding, safe running of trains and maintenance. The Contractor shall keep attendants constantly on the sites during the period until Railway's provisional acceptance.

41. Payment Terms:

- a) Payment of Bills for the Tendered work will be arranged by the SSE/T/MW/CSMT, ADSTE/T/BY/BB & Dy.CSTE/Project/BB (in Charge of the work) through Sr.DFM/BB (the associate Finance Officer).

Payment will be made only based on certificates (and measurements) received from nominated SSE/Tele and ADSTE/DSTE through Sr. DSTE of respective division for supply of material against schedule, that the material has been supplied by the contractor as per specifications mentioned in Part - D, Supporting documents like Delivery Challans, inspection certificates (from RDSO & consignee) etc. For installation, certificate that execution has been carried out as per the specification.

- b) Terms of Payment:

- c) Payment of on account bill for the Tendered work will be arranged by the Dy.CSTE/Project/BB in-Charge of the work through the Sr. DFM/BB (the associate Finance Officer).

A. For Supply items –

70% of the accepted cost of material supplied will be paid when the materials are supplied subject to furnishing of Inspection certificate and receipt order by the nominated consignee.

20% of the accepted cost (in addition to the 70% released above) shall be paid after installation / erection of the particular equipment.

The balance 10% of the cost of the material supplied shall be paid after commissioning of each Section.

- i. 100% will be paid for spares and for items, which are not required to be erected by the contractor, on receipt of the equipment and no loss certificate by the Consignee.
- ii. However, the balance payment can be released against bank guarantee of equal amount on the discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than 3 months after the installation is tested and

kept ready for commissioning by the contractor to the full satisfaction of the railways.

- B. For the item of designing / installation / erection, 100% payment will be made after completion of the activity, acceptable to the Railways.
- C. For mixed items where supply & erection cost is taken together under Schedule:
 - a) 64% payment upon delivery of materials to designated Railway stores subject to furnishing of Inspection certificate and receipt order by the nominated consignee. If required by Railway and as per instructions of Engineer, contractor at his own cost shall construct/provide temporary covered store within the nominated Railway depot for storing indoor material supplied by him, with the approval of Engineer. The temporary store shall have pucca flooring, arrangement to prevent water logging and proper stacking facility for safe and secure storage of material. After completion of work, contractor can dismantle and take away the temporary store so constructed.
 - b) 26% payment upon material/equipment installation.
 - c) 10% payment upon final testing and commissioning of system after issue of PAC (Provisional Acceptance Certificate).
- D. On account / final payments as per above mentioned conditions will be made on the basis of measurements recorded in Measurement Book (MB) by the Consignee.
- E. Wherever the Central/State makes it obligatory for the Railway to deduct any amount towards sales tax, works contract tax or any Tax (after roll out of GST as per provisions made) same will be deducted in addition to the income tax remitted to concerned authority.
- F. Income tax as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the contractor will be recovered from all bills in terms of section 194(c) of the Income Tax Act, 1961 as introduced with Finance Act, 1972 unless the exemption certificate issued by the Income Tax Department is produced during the currency of the contract. Deduction of Income Tax from each contract bill will be made – @ 2% for Company / Partnership Firms and @ 1% for Non-Company (Individual).
- G. The Railways reserve the right to vary, if required, the quantity of each item of work / supply up to 25% at the same rate and on the same terms and conditions.
- H. The Railway reserves the right to split / delete certain items of the tender without assigning any reason.

- d) The payment can be released against bank guarantee of equal amount on discretion of the competent authority, if commissioning is held up on Railway's account for a period of more than 3 months after the installation is tested and kept ready for commissioning by the contractor to the full satisfaction of the railways.
- e) No additional charges will be paid to contractor for transporting, to and from stores depot of Railways and to site of the work including Railway material if any.
- f) Necessary RDSO, IRS/TEC/DOT specification/drawing if any required, shall be obtained by the contractor on its own cost.
- g) **Mode of Payment through EFT (Electronic Fund Transfer) System:**
Tenderers are requested to give their bank account number & other details and fill the Mandate Form for RTGS/NEFT for making payment to them. All Payments will be made only through RTGS/NEFT.
- h) For processing of the bills, the tenderer is required to register the number of employee deployed for the work and has to deposit PF of the concerned employee in EPFO organization and submit the details thereof on Shramik Kalyan Portal. The tenderer shall keep it updated on regular basis, without which no payment for the quantum of work carried out by the tenderer will be done.

42. Deduction from on account payment bills:

- a) 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.
- b) 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.

43. Letter of Credit:

- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the

tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating BG
 - (c) for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (d) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractors
 - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format

enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i. e., not through LC.

44. Variation Clause:

All the variation shall be regulated as per GCC April 2022, as amended/corrected from time to time and Model SOP 2018 as amended/corrected from time to time.

45. Vitiating of Inter-se position of contractor:

During the execution of work due to change in quantities of certain items, if the *interseposition* of the tender is vitiated i.e. if the higher contractor/contractor's work out to a value less than the amount payable for the revised quantities, to the contractor, the difference of this extra amount will be recovered from the payment due to the contractor.

46. Legal Charges:

A fee of Rs.200/- Per legal document like partnership deed or power of attorney executed before or after the execution of the contract, will be recovered from the contractor for obtaining legal Advice of the Law Officer of Central Railway.

47. Conservancy Cess charges:

Conservancy cess charges will be deducted from the contractors running bill on the basis of Average number of workmen employed per days.

1. For 1 to 5; Rs. 159/- per months
2. For 6 to 10; Rs. 312/- per months
3. For 11 to 25; Rs. 785/- per month.

48. Rates:

- a) Contractor shall quote all-inclusive rate, including GST and other taxes, levies etc.
- b) Contractor should note that the rate quoted shall embrace all operations necessary for the satisfactory completion of the work and shall include all charges for handling, transport, lead, lift, housing, sanitation, water supply, materials, fuel, tools & plants, electric power, workshop facilities, machinery, security, lighting, etc.
- c) All the rates quoted in the offer by the contractor will be inclusive of basic cost, excise duty, sales tax, interstate tax, works contract tax, Octroi, transport, loading, unloading charge etc., wherever leviable. Octroi exemption certificates / forms for concessional Sales tax and any other statutory duties shall be issued by the Railway in the name of contractor only, subject to this being permissible under prevailing relevant rules. However, no

additional payment is admissible in case these are not honoured by the concerned authority.

- d) The liability of the Railways to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of Contract goods after availing the full credit on all the inputs used in the manufacture of the finished products, irrespective of whether the contractor has availed the said credit or not. The contractor shall pass on to the purchaser, such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supplies under MODVAT scheme by way of reduction of prices and advise in purchaser (Rly.) accordingly.
- e) Rates are final and binding except for escalation formulae otherwise expressly specified elsewhere in this tender document. The rates to be quoted by the contractor against the description of items under Schedule (All parts) shall include the cost of:-
 - i. All preliminary incidental and temporary works to carry out & complete the work in all respects
 - ii. All labour, material, tools, plants, equipment's, transport, handling, construction of services road, walkways, jetties, slipways, etc., required in connection with the main item of work and also the auxiliary and incidental works.
 - iii. All investigations, testing & all other items of work required to comply with the special conditions, specifications & other tender documents.
 - iv. Operating all necessary facilities required for departmental inspections and visits to be carried out by Railway Officials.
 - v. All the elements of Sales Tax, Central & local taxes and any other taxes, levies, royalties etc. as per the extant rules prevalent.
 - vi. Items required to be carried out as mentioned in tender document and any other items required to be carried out to complete the work.
- f) The rates quoted by the contractor and accepted by Railway shall hold good till the completion of the work. No claims based on the fluctuation of prices, shall be admissible, except PVC as applicable.
- g) No payment for items other than those stipulated in schedule (all parts) will be entertained unless these are specifically brought out as a separate item agreed between Railway and the Contractor.
- h) Price Variation Clause shall not be applicable.**

49. Issue of materials from Railway stores:

- a) If any material, which is in the scope of contractor would normally have to be arranged for himself, if supplied by the Railway either at contractor's request or suo moto in order to prevent any possible delay in the execution of the work likely to occur due to contractor's inability to make adequate arrangements for supply thereof or otherwise, recovery of prices of such materials will be made from contractor's bill as per the para of Engineering code 1269.
- b) If however, the material required by the contractor is not available in the Railway stock, or the Railway decides not to supply the same, be that for whatever reason, the Railway should not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of the work.

50. Responsibility of Contractor for Security of material

Security of all materials in the section where the work is in progress shall be the Contractor's responsibility and he shall arrange to guard the same from theft. In the event of any loss the contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railway. The store lost/unaccounted/consumed excess or damaged shall be recovered from the contractor.

51. Taxes:

- a) Variation in statutory levies and duties shall be permissible on production of documentary evidences as detailed in GCC. Towards this extent, the tenderer should indicate the percentage of components of those items in all-inclusive quoted prices in the absence of which no increase in duties will be permissible.
- b) All the bidders/Tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

52. Income Tax:

Income tax as applicable on date or levied subsequently by the Government during the currency of the contract on the gross amount payable to the contractor will be recovered from all bills in terms of section 194(c) of the Income Tax Act, 1961 as introduced with Finance Act, 1972 unless the exemption certificate issued by the Income Tax Department is produced during the currency of the contract.

53. Notice to Public bodies:

The contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in execution of the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.

54. Unforeseen item of work:

If in the course of work, any unforeseen item of work not already covered by the Schedule of items in schedule are required to be done, the rate for the same shall be fixed by mutual agreement based on similar, or corresponding combination of items of work available in the said schedule or will be derived from the various items provided in the Central Railway's Standard Schedule of Rates SOR 2021 as the case may be depending on the nature and specification of the work involved or by any other mutually agreed upon. In the event of deriving the rate from the Central Railway SOR 2021, the rate so derived will be subject to the percentage increase/decrease as per the miscellaneous item specifically provided for in the schedule.

55. Termination of Contract:

- a) In case the contractor fails to maintain the required schedule of progress, the contract may be terminated dispensing with 7 days' notice and the balance work or part thereof may be got executed by Railway departmentally or through any agency independently without risk & cost of the original contractor.
- b) Wherever the contracts are rescinded, security deposit should be forfeited and performance guarantee shall be encashed and balance work should be got done separately.
- c) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- d) If any contract is terminated under clause 62 of GCC on Contractor's fault, then that Contractor shall be temporarily debarred from participation in any tender in the division for one year, if so decided by the Tender Accepting Authority.

56. Errors, Omissions and Discrepancies:

The Contractor shall not take any advantage of any misinterpretation of the condition due to typing or any other error and if in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the Printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

57. Safety measures:

- a) When the work is required to be carried out on the Track itself, or as close to the track as may pose a hazard to Rail Traffic, shall be carried out under the supervision of an authorized Railway representative.
 - b) Necessary personal safety equipment's as considered adequate by the Engineer In-charge, should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use.
 - c) The Contractor shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the site in-charge. Contractor will be himself responsible for safety of his personnel during execution of work. Railway will not be responsible for making payment for any type of compensation.
 - d) The contractor shall ensure that the staffworking in field are properly counselled about the safe working in RE area. It is the responsibility of the contractor to counsel the staff before commencement of the work in RE area to avoid any unusual incidence.
58. Octroi Exemption Certificate, on demand, will be issued by railway as per guidelines of Municipal Corporation; it will be free only if Municipal Corporation permits otherwise charges to be borne by contractor.
59. The Contractor should make his own arrangement for tools and plants, manpower and other accessories that are required for the successful completion of the work in time. The Contractor should make his own arrangement for arranging electric power supply as may be required for the work. The Railway may however, assist in recommending his application to the concerned authority. In case Railway provides electricity for carrying out the work, the necessary charges towards the same will be deducted through his bill.

60. Deployment of Qualified Engineers at Work Sites by the Contractor:

- a) In compliance of clause 26A of GCC Part-II, for this work the Contractor shall employ at least one qualified Graduate Engineer and minimum Six qualified Diploma Engineer (one for each division and one for Central Railway headquarter and all these engineers will report to concern Sr.DSTE of

Division and Central Railway HQ for effective monitoring of the work). ~~In addition to this contractor shall deploy an expert service engineer for each division to carry out the work.~~

- b) In case the Contractor fails to employ the Engineers, as aforesaid in Para (a), he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

61. Settlement of disputes:

The provisions of clauses 63 and 64 of the GCC will be applicable only for settlement of claims of disputes between the parties for values less than or equal to 20% of the value of contract and when the claims or disputes are of value more than 20 % of the value of contract, provisions of clauses 63 & 64 and other relevant clauses of GCC will not be applicable and arbitration will not be remedy for settlement of such disputes.

62. Other conditions:

- a) All the consumables and sundry installation materials required for execution of this work like Nut and Bolts, Welding Rods, Sleeves, Lugs etc., and not listed in the schedule will have to be brought by the Tenderer at his own cost.
- b) Cement & Steel for use in the works should be procured by the Tenderer at their own cost from the main producers /their authorized dealers /authorized stock-yards which should confirm to IS specification. Individual rates quoted by the Tenderer should be inclusive of cost of Cement / Steel wherever applicable
- c) The tenderer shall make his own arrangement for accommodation, for his staff during testing and commissioning period. Water for drinking purpose if available at the station will be given. However, Railways take no guarantee for this facility. Free power will be given for installation work including battery charging, wherever available. Non-availability of Power will not be a reason for the slow progress of work. If power is not available, the contractor shall make his own arrangement for portable Gen Set / Electrical power.
- d) All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the tenderer at his own cost.
- e) No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.

63. Issue of Identity cards by contractor:

- a) The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the “Shramikkalyan portal”. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions.
 - b) It is mandatory on the part of every employee, deployed by the contractor to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.
 - c) It is mandatory for the contractors to submit the list of the employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work
 - d) No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.
64. **Make in India:**Provisions of Make in India Policy 2017or latest issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders as per clause 7C of GCC. For this purpose, the instructions issued vide Railway Board letter no. 2020/RS(G)/779/2/Pt.1(E3322671) dated 20.08.2024 or latestshall be followed. The work is not-divisible.



Part –F

General Conditions of Contract

General Conditions of Contract

PART I

Instructions to Tenderers (ITT)

1.0 Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

1.01 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 Interpretation: These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

(a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

2. “Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

- (a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

3. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

4. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
 - (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document ~~within 5 working days before~~ closing date for ~~of deadline of~~ submission of bids (**i.e. excluding the last date of submission of bids**).
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

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- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (a)(v) *Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:*

Wrong/incorrect invoices issued by Contractor;

No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;

Any other non-compliance done by Contractor;

General Indemnity: *Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings,*

prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

Retention Money: *Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.*

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of 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/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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CONSIDERATION OF TENDERS

7. Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

_____ RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

~~Signature of Witnesses:~~

(1) _____

Signature of Tenderer(s)

(2) _____

Date _____

Address of the Tenderer(s)

*ACS-7 dated 25.09.2024

TENDER FORM (Second Sheet)

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. Drawings for the Work: The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to _____ Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard

General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief 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. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

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

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any 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 closing 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 minimum average annual contractual turnover of $\frac{1.5V}{N}$ or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

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

10.4 No Technical and Financial credentials are required for tenders having advertised 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 or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day*

of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

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

- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
- 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
- 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
- 9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

11. Tenderer Credentials:

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit alongwith his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the

tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of uptotwo~~five~~ years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of uptotwo~~five~~ years.

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***ACS-3**

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 the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

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

(a) Sole Proprietorship Firm:

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

- (b) **HUF:**
- (i) A copy of 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) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
- (d) **Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
- (e) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
- (f) **LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
- (g) **Registered Society & Registered Trust:**
- (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, 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 / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

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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/members 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, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This paragraph 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 up to 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 Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be

normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

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

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

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17.13 No member of the Joint Venture shall have the right to assign or transfer the interest

right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV alongwith the tender:

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual 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.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

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

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

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of 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 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

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

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

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

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

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

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

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

(a) For Works without composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum ~~25%~~10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of ~~25%~~10% of advertised value of the tender.

(b) For works with composite components

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum ~~25%~~10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of ~~25%~~10% of cost of any component of work mentioned in technical eligibility criteria.

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Note for Para 17.15.1:

- a) *The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*
- b) *Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.*

17.15.2 Financial Eligibility Criteria

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

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

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

17.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

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 submission 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 Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission 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 the Standard 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 Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

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

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

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a 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 Standard General Conditions of Contract.

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

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

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (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 submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

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

(Signature)

(Designation)

Signature of Tenderer(s) _____ Railway Date _____
Date _____

TENDER FORM (Third Sheet)

Name of Work: _____

BILL OF QUANTITIES**1. Standard Schedule of Rates (SSOR) Items:**

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

AGREEMENT FOR ZONE CONTRACT

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

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

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT

NO. _____ DATED _____.

Name of Work _____

(SITE) _____

Schedule of Drawings

Authority _____

Allocation _____

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

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

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

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

for President of India

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

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature) Railway: Designation _____

Address _____

For President of India)

Date _____

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

_____ **RAILWAY**
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20_____
between President of India acting through the Railway Administration hereafter called the
"Railway" of the one part and _____ herein after called the
"Contractor" of other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be
made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of
Quantities set forth and shall execute the same with great promptness, care and accuracy in a
workman like manner to the satisfaction of the Railway and will complete the same in
accordance with the said specifications and said drawings and said conditions of contract on
or before the _____ day of _____ 20____ and will maintain the said works for a
period of _____ Calendar months from the certified date of their completion and will
observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and
taken to be part of this contract, as if the same have been fully set forth herein), AND the
Railway, both hereby agree that if the Contractor shall duly perform the said works in the
manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or
cause to be paid to the Contractor for the said works on the final completion thereof the
amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto
annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER 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 same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the ~~affidavit~~ **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security ~~besides~~ **and may also lead to any other action provided in the contract including** banning of business for a period of upto ~~five~~ **two** year. Further, I/we (insert name of the

tenderer) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the ~~affidavit~~**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 Bid Security/Security Deposit and Performance guarantee ~~besides~~**and may also lead to** any other action provided in the contract including banning of business for a period of upto ~~five~~**two** year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

~~This affidavit certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.~~

ACS-1, 14.07.2022

ACS-2, 13.12.2022

ACS-3

ACS-4

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

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

I/We.....(Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

ACS-2, 13.12.2022

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

For tenders having advertised value 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:

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

Where,

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

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

~~B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.~~ 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.

ACS-1 14.07.2022

Note:

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

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

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

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority*), Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No., We have been informed that [*Insert name of the Bidder*]..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any

disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

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

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters]

.....

[Designation with Code

No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal
Seal

Bank's

[P/Attorney]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

1. (1) Definitions: In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:

(a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.

(c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.

(d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.

(e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.

(f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

(g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the

Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - 1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (l) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(s)“Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

1. (2) Singular and Plural: Words importing the singular number shall also include the plural and vice versa where the context requires.

1.(3) Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and

shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or *e-mail* on registered *e-mail* IDs i.e. the *e-mail* id provided for correspondence in the contract agreement, otherwise *e-mail* id registered with IREPS and no notice, communication, reference or complaint not in writing or through *e-mail*, shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ *e-mail* or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

- (iii) There is no banning of business with the sub-contractor in force over IR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.

- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
*Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, **only once**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.*
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

9. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

10. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.

11. Use of Ballast Trains: The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.

12. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

13. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

15. Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

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

16.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

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

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note:

- 1. The provision of insurance Surety Bond shall be for all contracts having DOC within 36 months only.
- 2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;

- (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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17. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17A 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.
- (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.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than ~~one month~~ **15 days** before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate 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.

The non-submission of request for extension or submission of request within less than ~~one month~~ **15 days** before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

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17B 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 17A, 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 *rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30 % of contract value of the works for each week or part of the week.* ~~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 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but upto Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % 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.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 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 bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

19.(1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be

encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than ~~Rs.50 crores~~ **Rs.100 crores**, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

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19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

20.(1) Compliance to Engineer's Instructions: The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

20.(2) Alterations to be Authorized: No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.

20.(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

20.(4) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the

Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

21. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm or vary such decision.

22.(1) Adherence to Specifications and Drawings: The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.

22.(2) Drawings and Specifications of the Works: The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.

22.(3) Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.

22.(4) Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.

22.(5) Meaning and Intent of Specification and Drawings: If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being

intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23. Working during Night: The Contractor shall not carry out any work between sunset and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

24. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute

their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

26A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

26A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.

26A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

27.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

27.(2) Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:

(a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.

(b) The substitution of proper and suitable materials, and

(c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.

(d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part – II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

28. Facilities for Inspection: The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

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

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

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

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

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

32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-

contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33.(2) Hire of Railway's Plant: The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution During Progress of Works: During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible.

34.(4) Safety of Public: The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.

34.(5) Display Board: The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

35. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the

extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- (c) Necessary for the safety of the works or any part thereof, or
- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

37. Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such

enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39.(1) Rates for Extra Item(s) of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). ~~However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.~~

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”
- ii. Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”
- iii. Market Analysis

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.39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

40.(1) Handing over of Works: The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

40.(2) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor

till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure-VIIA), if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT

41. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

42.(1) Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not

be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

42.(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of 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 contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25%

would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

43.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

43.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

44. Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

45(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will

be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

45(ii). Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his

absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

(b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.

46.(1) "On-Account " Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.

46.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance –

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1– 5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b): Advance Against Machinery and Equipment –

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions -

(i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rata basis.

Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.

(ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be

diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.

(iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

(iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.

46.(5) Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores** ~~and having completion period above 12 months~~. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

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46A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,

(b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works

S N	Classification		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C & 9C	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
	Components												
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	L _c	152 0	202 5	253 0	152 0	155 0	152 0	20	50	50	10	25
3	Steel	S _c	0	0	20 0	0	0	0	0	758 5	0	50	0
4	Cement	C _c	0	0	15	0	0	0	0	0	75 85	0	0
5	Plant Machinery & Spares	PM _c	35 30	15	0 5	20	201 5	20	30	0	0	10	30
6	Fuel & Lubricants	F _c	25	15	105	351 5	351 5	352 0	15	50	5 0	10	20
7	Other materials	M _c	101 0	15	153 0	15 30	155	152 5	20	0	0	5	10
8	Detonators & Explosive	E _c	0	20 15	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

- * It shall not be considered for any price variation.

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The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection & Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel

8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E

9B Item(s) for supply of Steel

9C Item(s) for supply of Cement or/and Grout

9D Item(s) for Fabrication & Erection of Structures including supply of Steel

9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

46A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

$$(i) \quad L = \frac{(W \text{ or } \cancel{W_S \text{ or } W_C} \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$

$$(ii) \quad M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$

$$(iii) \quad F = \frac{(W \text{ or } \cancel{W_S \text{ or } W_C} \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$

$$(iv) \quad E = \frac{(W \text{ or } \cancel{W_S \text{ or } W_C} \text{ or } \cancel{W_{SF} \text{ or } W_F} \text{ or } \cancel{W_{SFL} \text{ or } W_{FL}}) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$

$$(v) \quad PM = \frac{(W \text{ or } \cancel{W_S \text{ or } W_C} \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$

$$(vi) \quad S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$

$$(vii) \quad C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

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(II) For Railway Electrification Works:

$$(viii) \quad T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$

$$(ix) \quad R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$

$$(x) \quad N = [(P_T - P_O) / P_O] \times 85$$

$$(xi) \quad I = [(I_T - I_O) / I_O] \times 85$$

$$(xii) \quad G = [(M_Q - M_B) / M_B] \times 85$$

$$(xiii) \quad Er = [(L_Q - L_B) / L_B] \times 85$$

Where,

L Amount of price variation in Labour

M Amount of price variation in Materials

F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly,

Erection / Launching of Girders excluding supply of Steel.

L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’ – published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period

C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
Z _O	IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
I _T	RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
I _O	RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

- (a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK = Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

- (b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:

$$(i) \quad VSIGWK = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LB_i - LB_o) / LB_o + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i -$$

- $$\begin{aligned} & P19C_o)/ P19C_o + S12C \times (P12C_i - P12C_o)/ P120C_o + S9C \times (P9C_i - P9C_o)/ P9C_o + \\ & S6C \times (P6C_i - P6C_o)/ P6C_o + S4C \times (P4C_i - P4C_o)/ P4C_o + S2C \times (P2C_i - P2C_o)/ \\ & P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o)/ P12C2.5_o + S2C2.5 \times (P2C2.5_i - \\ & P2C2.5_o)/ P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o)/ P2C25_o + QC \times (PQC_i - PQC_o)/ \\ & PQC_o; \end{aligned}$$
- (ii) $VINVSIG = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o)/ ELEX_o + POTH \times (OTH_i - OTH_o)/OTH_o];$
- (iii) $VINTGTESTSIG = 0.85 \text{ INTGTESTSIG} \times [PLB \times (LB_i - LB_o)/LB_o + POTH \times (OTH_i - OTH_o)/OTH_o];$
- (iv) $VCOMWK = 0.85 \text{ COMWK} \times [PELEX \times (ELEX_i - ELEX_o)/ ELEX_o + POFC \times (OFC_i - OFC_o)/OFC_o + PLB \times (LB_i - LB_o)/LB_o + POTH \times (OTH_i - OTH_o)/OTH_o + S30C \times (P30C_i - P30C_o)/ P30C_o + S24C \times (P24C_i - P24C_o)/ P24C_o + S19C \times (P19C_i - P19C_o)/ P19C_o + S12C \times (P12C_i - P12C_o)/ P120C_o + S9C \times (P9C_i - P9C_o)/ P9C_o + S6C \times (P6C_i - P6C_o)/ P6C_o + S4C \times (P4C_i - P4C_o)/ P4C_o + S2C \times (P2C_i - P2C_o)/ P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o)/ P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o)/ P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o)/ P2C25_o + QC \times (PQC_i - PQC_o)/ PQC_o + PCEQP \times (CEQP_i - CEQP_o)/CEQP_o];$
- (v) $VINVCOM = 0.85 \text{ SIGWK} \times [PELEX \times (ELEX_i - ELEX_o)/ ELEX_o + PCEQP \times (CEQP_i - CEQP_o)/CEQP_o + POTH \times (OTH_i - OTH_o)/OTH_o];$ and
- (vi) $VINTGTESTCOM = 0.85 \text{ INTGTESTCOM} \times [PLB \times (LB_i - LB_o)/LB_o + POTH \times (OTH_i - OTH_o)/OTH_o].$

Where

$VSIGWK$ = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

$VINVSIG$ = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

$VINTGTESTSIG$ = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

$VCOMWK$ = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

$VINVCOM$ = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

$VINTGTESTCOM$ = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQP₀ = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

CEQP_i = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX₀ = The WPI for electronics for the month of the Base Month;

ELEX_i = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

P30C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P24C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P19C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P12C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P9C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C₀ = Price per Km of cable as per purchase order/ Contract agreement.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

P6C_i = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

$P6C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S6C$ = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P4C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

$P4C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S4C$ = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

$P2C_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C$ = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P12C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

$P12C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S12C2.5$ = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

$P2C2.5_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C2.5$ = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

$P2C25_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

$P2C25_o$ = Price per Km of cable as per purchase order/ Contract agreement.

$S2C25$ = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o = Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “**CPI**”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

- (c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

<div>Works</div> <div>Component</div>	Signalling			Telecommunication		
	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—
Optical Fibre Cable (POFC)	***%	—	—	***%	—	—
30C x 1.5 sq mm signalling cable(S30C)	***%	—	—	***%	—	—
24C x 1.5 sq mm signalling cable (S24C)	***%	—	—	***%	—	—
19Cx 1.5 sq mm signalling cable (S19C)	***%	—	—	***%	—	—
12C x 1.5 sq mm signalling cable (S12C)	***%	—	—	***%	—	—
9C x 1.5 sq mm signalling cable (S9C)	***%	—	—	***%	—	—
6C x 1.5 sq mm signalling cable (S6C)	***%	—	—	***%	—	—
4C x 1.5 sq mm signalling cable (S4C)	***%	—	—	***%	—	—
2C x 1.5 sq mm signalling cable (S2C)	***%	—	—	***%	—	—
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	—	—	***%	—	—
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	—	—	***%	—	—

2C x 25 sq mm signalling cable (S2C25)	***%	—	—	***%	—	—
0.9 mm dia, 6Quad cable (QC)	***%	—	—	***%	—	—
Labour (PLB)	***%	—	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - C_{uo}) + CCF_{cu}(CC - C_{Co}) + FeF (Fe - Fe_o)$$

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - C_{uo}) + AlF_{cu}(Al - A_{lo}) + CCF_{cu} (CC - C_{Co}) + FeF (Fe - Fe_o)$$

For Aluminium Power Cables:

$$P_i = P_o + AlF (Al - A_{lo}) + CCFAI(CC - C_{Co}) + FeF (Fe - Fe_o)$$

Where,

P_i = Price payable per KM as adjusted in accordance with Price variation clause.

P_o = Price per KM of cable as per Purchase order.

CuF = Variation factor for Copper

C_{uo} = Price of copper Rod in Rs. Per MT

$CCFCu$ = Variation factor for PVC Compound for Copper Signalling & Telecom cable

C_{Co} = Price of PVC Compound in Rs. Per MT

AlF = Variation factor for Aluminium

A_{lo} = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

$CCFAI$ = Variation factor for PVC Compound for Aluminium power cable

FeF = Variation factor for Steel

Fe_o = Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

(Prices per MT for C_{uo} , C_{Co} , Fe_o , A_{lo} as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)

Cu = Price of Copper Rod in Rs. Per MT.

C_C= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1st working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

- (i) Size 30 C x 1.5 sq.mm.

$$P30C_i = P30C_o + 0.391(Cu - C_{uo}) + 0.557(CC - CC_o) + 0.425(Fe - Fe_o)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (ii) Size 24C x 1.5 sq.mm

$$P24C_i = P24C_o + 0.313(Cu - C_{uo}) + 0.481(CC - CC_o) + 0.398(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iii) Size 19C x 1.5 sq.mm

$$P19C_i = P19C_o + 0.248(Cu - C_{uo}) + 0.395(CC - CC_o) + 0.343(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (iv) Size 12C x 1.5 sq.mm

$$P12C_i = P12C_o + 0.157(Cu - C_{uo}) + 0.277(CC - CC_o) + 0.289(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (v) Size 9C x 1.5 sq.mm

$$P9C_i = P9C_o + 0.117(Cu - C_{uo}) + 0.241(CC - CC_o) + 0.383(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (vi) Size 6Cx 1.5 sq.mm

$$P6C_i = P6C_o + 0.078(Cu - C_{uo}) + 0.199(CC - CC_o) + 0.329(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (vii) Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu - C_{uo}) + 0.152(CC - CC_o) + 0.277(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (viii) Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu-Cu_o) + 0.156(CC-CC_o) + 0.3(Fe-Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (ix) Size 12C x 2.5 sq.mm

$$P12C2.5_i = P12C2.5_o + 0.282 (Cu-Cu_o) + 0.371 (CC-CC_o) + 0.342 (Fe-Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (x) Size 2C x 2.5 sq.mm

$$P2C2.5_i = P2C2.5_o + 0.047 (Cu-Cu_o) + 0.139 (CC-CC_o) + 0.277 (Fe-Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C25_i = P2C25_o + 0.146 (Al-Al_o) + 0.303 (CC-CC_o) + 0.306 (Fe-Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (xii) For Jelly filled, 0.9mm dia, 6 quad cable

$$PQC_i = PQC_o + 0.135 (Al-Al_o) + 0.139 (Cu-Cu_o) + 0.515 (CC-Cc_o) + 0.693 (Fe-Fe_o)$$

For PVC Compound Grade CW-22, is to be taken into consideration.

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating Sq or Sb
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (SQ /SB) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central&South Western

46A.10 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.
- b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual

obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

48(3) Final Supplementary Agreement: After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.

49. Approval only by Maintenance Certificate: No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.

50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all

respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned

50.(2) Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

52. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found

payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.

53. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

55-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

55-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

55-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

55-B.Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

55-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923,

Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

59.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

59.(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

59. (7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

59. (8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision

it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

60.(1) Non-Employment of Labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

60.(3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.

- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done

independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.

(ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.

(iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

(iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

(v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.

(d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

(e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) : Demand for Arbitration:

64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute

or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60

days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3)

retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

PART-II ANNEXURES

ANNEXURE – VII

Reference Para 17B

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no.

(iii) Understanding/Agreement no.

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any liquidated damage fixed earlier) will be recovered from you as mentioned in Clause 17B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

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

_____ RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. *(the details of resource requirement, to be mentioned)* and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Or,

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

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

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

CERTIFICATE OF FITNESS

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

6. Physical fitness
7. Identification marks _____
8. Date of birth, if available, and/or certified age _____
I certify that I have personally examined (name) _____ who is desirous of
being employed in a factory or on a work requiring manual labour and that his/her age
as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual
labour as an adult/child.
9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

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

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due/Standard Correspondence through IR-WCMS/Email on
registered IREPS Email

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

The Final measurements of work executed by you against the said contract will be
taken/started on _____ at _____ hrs. at site. The measurement will be continued till
all the measurement are taken. You are advised to be present at site on the above mentioned
date and time to witness the measurements, otherwise measurements will be taken ex-parte
and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of
termination based on ex-parte final measurements shall also be processed ex-parte.

~~Kindly acknowledge receipt.~~

Yours faithfully

For and on behalf of the President of India

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ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work.....(Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

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

_____ **RAILWAY**

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

FINAL SUPPLEMENTARY AGREEMENT

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

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

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

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

Or

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

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

adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.

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

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

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

Signature of the Contractor/s

for and on behalf of the President of India

Witnesses

ADDRESS:_____

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

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

Brief of claim:

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

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

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

Signature of Claimant_____ Signature of Respondent

Agreement under Section 31(5)

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

.

Signature of Claimant_____ Signature of
Respondent_____

*Strike out whichever not applicable.

**Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways
General Conditions of Contract**

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.
Or
I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.
Or
I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

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

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....
.....
Railway.
Date.....
.....

Surety Bond No:
Amount of Bond:.....

Issue Date:.....
Expiry Date:.....

WHEREAS, in consideration of the President of India acting through (Designation & address of contract signing authority),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No, XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹ XXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date

WHEREAS, we, ----- (Name of insurance company) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these presents that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railway's right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
- b. This Surety Bond shall be valid up to XXXX (*being the date of expiry*);
- c. Unless the bank is served a written claim or demand on or before XXXX (*date of expiry*) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbgeneral.in].

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters].....
[Designation with Code No.].....
[P/Attorney] No.

Witness

1

2

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

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End of Tender Document