

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

**Expression of Interest for Selection of Partner from Empanelled Business Associate for
Central Railway, Tender No- RR_PR_WC_2083_25-26_53**

For

“Request for Proposal (RFP)

For

Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches”

EOI No: RCIL/WR/MUMBAI/Mktg/25-26/18 Dt: 26th August 2025

रेलटेल
RAILTEL

EOI NOTICE

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

EOI Notice No: RCIL/WR/MUMBAI/Mktg/25-26/18 Dt: 26th August 2025

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empanelled Partners for the selection of suitable partner for Central Railway tender for Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches **as per Central Railway Tender No. RR_PR_WC_2083_25-26_53 dated 21/07/2025 and any other addendums/ corrigendum’s/ documents contained within and related to the same.**

The details are as under:

1	Last date for submission of Technical Packet against EOIs by bidders	29th August 2025 15:00 hrs
2	Opening of Technical Bid of EOIs	29th August 2025 15:30 hrs
4	EOI fees inclusive tax (Non-refundable)	Rs. 10,000/- (Inclusive of 18% GST)
5	EMD for Pre-Bid Arrangement	Rs 15,83,359.16/-

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

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: Mr. Saish Sankhe

Designation: Deputy Manager/ Marketing

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

Mobile No: +91- 8999292981

Level 2

Contact Name: Sh. Viplov Nath Mishra

Designation: Senior Deputy General Manager/ Marketing

E-Mail Address: viplovnmishra@railtelindia.com

Mobile No: +91- 90044 44124

Note:

1. Empanelled partners are required to submit soft copy of technical & price packet through an e-mail at eoι.wr@railtelindia.com duly signed by Authorized Signatories with Company seal and stamp.
2. The EOΙ response is invited from eligible **Empanelled Partners of RailTel only. The Empanelled partner has to submit its valid empanelment Letter of Intent along with his Bid.**
3. All the document must be submitted with **proper indexing and page no.**
4. This is an **exclusive pre-RFP partnership arrangement with empanelled business associate of RailTel for participating in the 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 EOΙ for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel). This undertaking has to be given with this EOΙ Response.
5. Bidder has to submit their response as an individual organization or part of a consortium. In case of consortium, the Bidder/s have to be empaneled partners 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 EOΙ and its corrigendum's implying acceptance of all terms and conditions as mentioned and submit the same along with their Bids.
8. Any changes made by RailTel's end customer in Tender No. **RR_PR_WC_2083_25-26_53** up to the last date of submission of the said tender by RailTel will be unquestionably & without any objection accommodated by the Bidders in their Technical & Price offer submitted against this EoI. Changes include all the technical, financial, format changes and any other changes as applicable and deemed applicable by RailTel.

1. As Introduction about RailTel

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.

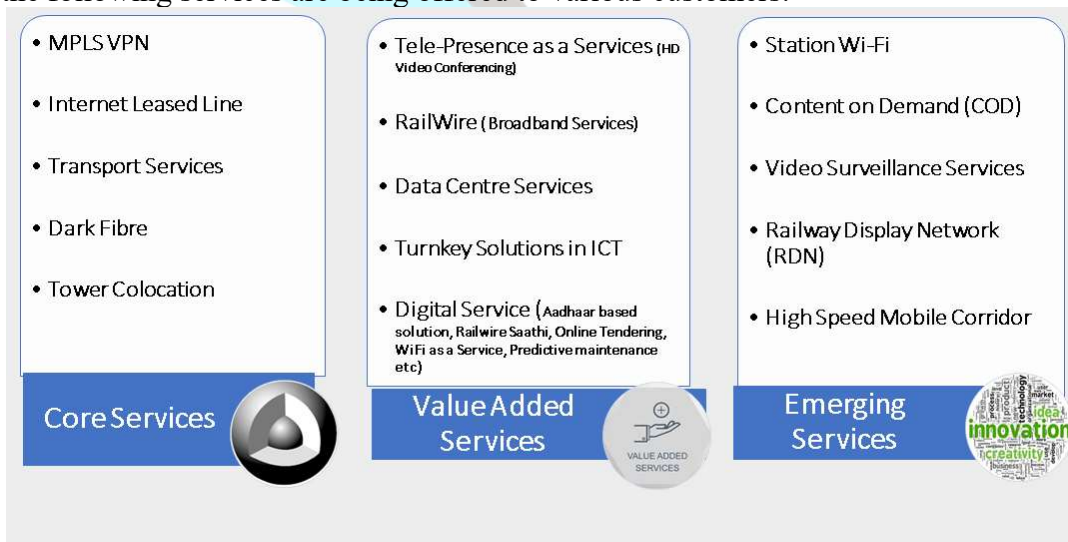
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

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.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

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 up to 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

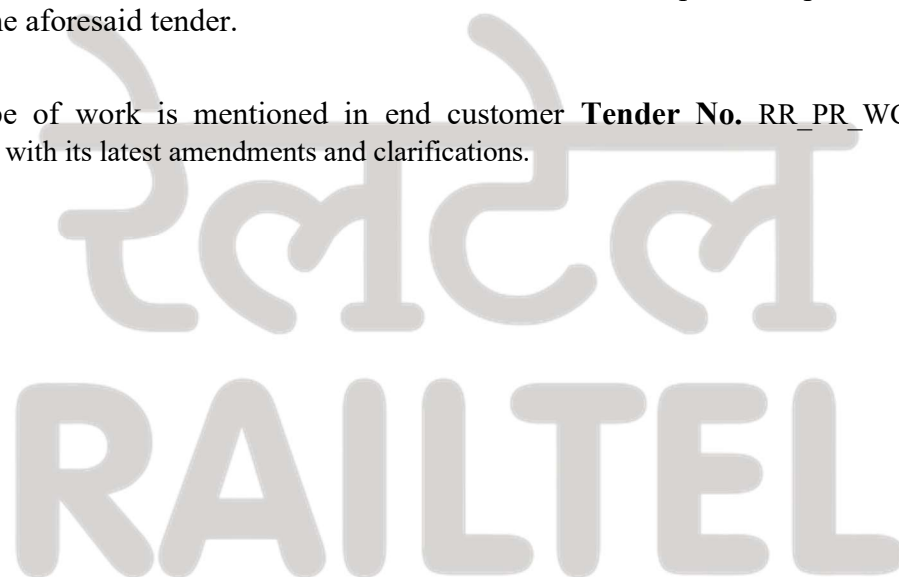
RailTel intends to participate in RFP floated by end Customer organization for Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches as per Central Railway Tender No. RR_PR_WC_2083_25-26_53 dated 21/07/2025.

RailTel invites EOIs from RailTel's Empanelled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empanelled 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 Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches as per Central Railway Tender No. RR_PR_WC_2083_25-26_53 dated 21/07/2025 and any other addendums/ corrigendum's/ documents contained within and related to the same uploaded upto the last date of submission of the aforesaid tender.

The broad scope of work is mentioned in end customer **Tender No. RR_PR_WC_2083_25-26_53** dated 21/07/2025 along with its latest amendments and clarifications.



In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the tender/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 or part of consortium. Bidder/s must be RailTel's empanelled partner/s 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 180 days from the date of Bid submission issued by the end Customer organization for which bid is going to be submitted.

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 scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as EOI/Token EMD.

4.5.2 Offers not accompanied with valid Token Earnest Money Deposit shall be summarily rejected.

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 per

RailTel policy as applicable) for the bid to RailTel in the form of Online Transfer/BG/combination of both. The selected Business Associate shall have to submit EMD before 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) 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 end 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 & balance EMD (balance proportionate EMD) and or Penal action as per EMD Declaration:

4.5.6.1 The EOI EMD will be forfeited if the Balance EMD is not paid before RailTel's bid submission in end customers Tender

4.5.6.2 The EOI EMD & Balance 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.

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

4.5.6.4 Having participated with another party/directly/through consortium apart from RailTel in RailTel's end customer Tender

4.6 Security Deposit / Performance Bank Guarantee (PBG)

4.6.1 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.

4.6.2 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 exclusive pre-bid arrangement 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 exclusive pre bid arrangement 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.

Also it may be noted that RailTel may choose multiple BAs for final bidding depending upon the lowest offer received so that a winning bid can be put forth.

The BA's will have to encompass RailTel margin over all components of the Price in end customer Tender/RFP.

Any Changes in the end customer Tender after the last date of submission of RailTel EoI shall be unquestionably & without any objection accommodated by the BA/BAs in their Technical & Price offer submitted against this EoI.

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 a pre-bid 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)	The bidder/all members of consortium should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 7 years of operations in India as on bid submission date.	1. Certificate of Incorporation 2. GST Registration 3. PAN Card
ii)	Average annual turnover of Lead Bidder should have at least 24 Crore INR during last 3 Financial Years	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and/or Certificate from the Chartered Accountant clearly stating the average annual turnover during last 3 Financial Years. Only audited financial statements will be considered for evaluation purposes
iii)	The Lead Bidder should also have a positive net worth as of March 31 st 2025 & be profitable in each of the last 3 financial years	Audited balance sheet, profit & loss statement and Positive Net Worth & Profitability Certificate issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.
B)	Technical Conditions	
iv)	The Lead Bidder shall have successfully completed at least one work similar to work proposed, costing not less than 35% value of work, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract. Definition of Similar work: "Supply, Installation & Commissioning of CCTV Cameras as part of one or more CCTV Surveillance Systems in Central/State Govt. Department/ Organization/Autonomous body/PSU/Semi Govt. Organization/ Local Body/Authority or a Public listed Company in India (having average annual Turnover of Rs.500 Crore & above)" OR "Supply, Installation & Commissioning of CCTV Cameras as part of one or more CCTV Surveillance Systems in Railway's Rolling	Work order and Completion Certificate of the mentioned work. (In case of partial/ Substantial completion of work, a CA certificate will be required stating the amount received from the on-going project)

	Stock (Coaches/Locomotives) including Metros/NCRTC coaches within India”	
v)	Certifications: 1) ISO 9001:2015	Copies of Certificates (priority will be given to higher level of certifications)
vi)	The Bidder should be empaneled partners of RailTel	Letter of Empanelment issued by RailTel with valid empanelment

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/Director of the bidder's organization as a whole, including contact numbers and email Address	
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.	PAN, GST, TAN Registration numbers	

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 exclusive pre-bid arrangement 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 exclusive pre-bid arrangement 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.

7.6 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 or scheduled banks excluding Co-operative 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 25 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 25 days and up to 50 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 50 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 (e.g.: Poor service, etc).

This Performance Bank Guarantee will be for an amount equivalent to a particular percentage of the total contract value or as specified in RailTel's end customers tender. All charges whatsoever such as premium, commission, stamp duties 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 30 days' 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 BA.

12.4 Payments to selected BAs will be in Arrears only

13 SLA/Penalty/LD

The selected bidder will be required to adhere to the SLA/Penalty/LD matrix as defined in the end Customer organization tender for his scope of work and the SLA/Penalty/LD breach penalty will be applicable proportionately on the selected bidder, as specified in the end Customer organization Tender. The SLA/Penalty/LD 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/Penalty/LD breach which is attributable to Partner and will be passed on to the Partner proportionately based on its scope of work.

14 Duration of the Contract Period

The contract shall remain in force for a minimum period of 1 year from the Commercial Operation Date (COD) which will be back to back as per end customer tender. The effective date will be the day when the Condition Precedents are met. After 1 year, RailTel may extend the agreement as per its end customers' requirements and performance.

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. RR_PR_WC_2083_25-26_53. 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.)**
- 3. All clauses such as cost involved, payment term, validity, lock in period, etc will be back to back as per customer tender**
- 4. All required MAFs and other OEM related documents along with end customer consortium partner related documents like Integrity pact, Manpower CVs, etc which are mandatory in RailTel's end customer tender is to be arranged by Selected Bidders before RailTel's submission of Bid in end customer tender.**

Annexure 1: COVERING LETTER (To be submitted by Lead Bidder on 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:

Contact No:

E-Mail Address:

Signature:

Seal of the Organization:

रेलटेल
RAILTEL

Annexure 2: Self-Certificate & Undertaking (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)

Self-Certificate (To be submitted 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, Commercial & 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 strategize 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 Pre-Bid 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 out bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to end customer organization by RailTel)

Authorized Signatory Name:

Designation:

Signature:

Seal of the Organization:



Annexure 3: Undertaking for not being Blacklisted/Debarred (To be submitted by Bidder/ in case of Consortium, all Partners need to be submitted)

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:

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Annexure 4: Format of Affidavit- (to be submitted by Bidder and all Consortium members)

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.

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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.**

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Annexure 5: Draft Non-Disclosure Agreement – (Is it to be submitted by Lead Bidder and all Consortium Members)

(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 does 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. _____

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Annexure 6: Integrity Pact -(Is it to be submitted by Lead Bidder and all Consortium Members)

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

EoI Number: _____ Dated: _____

This Integrity Pact is made at on this _____ Day of _____ 2022

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 procedure’s contract/s for ‘ _____ ,

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 witnessed 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 principle: -
 - 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 biding 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:

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Annexure 7: Complete EoI Examination & Nil Deviation Certificate-- (Is it to be submitted by Lead Bidder and all Consortium Members)

(To be submitted by Bidder)

To
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 Lead Bidder)
(To be submitted by Bidder)

To
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- SnT_C_BRC_138_2024-25 dated 01/05/2025
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 :

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Annexure 9: Performance Bank Guarantee Format

(For a sum of percentage 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)
(Final Draft to be confirmed by RailTel Legal before BG issuance)

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

WHEREAS:

_____ name and address of Applicant] (hereinafter called “the Applicant”) and RailTel (the “Authority”) have entered into an agreement (the “Agreement”) for ‘**Tender Work Details**’ subject to and in accordance with the provisions of the Agreement.

(A) The Agreement requires the Applicant to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs ***** Cr.

(B) We, Through our branch at(The “Bank”) have agreed to furnish this bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Applicant obligations during the {Implementation period /Defects Liability Period and maintenance period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Applicant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

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2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in RailTel that the Applicant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Applicant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Applicant is in default shall be final and binding on the Bank, notwithstanding any difference between the Authority and the Applicant, or any dispute between them pending before any court, tribunal, arbitrators or any other Authority or body, or by the discharge of the Applicant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Applicant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Applicant before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Applicant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Applicant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Applicant or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Applicant under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the guaranteed amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$ unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at SIGNED, SEALED AND DELIVERED For and on behalf of the Bank by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch

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Annexure 10: Consortium Agreement Draft Format

THIS CONSORTIUM AGREEMENT is entered into on this the day of <Month>, 2025 AMONGST {<Company Name>, and having its registered office at <Address>} (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns) AND

{<Company Name>, and having its registered office at <Address>} and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST, SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party” WHEREAS,

A. The PED/WR represented by the RailTel Corporation of India Ltd (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) (the “Authority”), having its office at “RailTel Corporation of India Ltd, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai - 400013” is engaged in the “*Name of the work*”, and as part of this endeavor, has invited Bids (the Bids”) by its EoI No _____ dated (the “RFP”) for award of contract for (the “Project”) through Agreement Contract conditions.

B. The Parties are interested in jointly Bidding for the Project as members of a {consortium} and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the {consortium} shall enter into a Consortium Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a. The Parties do hereby irrevocably constitute a consortium (the “{consortium}”) for the purposes of jointly participating in the Bidding Process for the Project.
- b. The Parties hereby undertake to participate in the Bidding Process only through this {consortium} and not individually and/ or through any other {consortium} constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the {consortium} is declared the Selected bidder and awarded the Project, it shall enter into an Agreement Contract with the Authority for performing all its obligations as the Contractor in terms of the Agreement contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the {consortium} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the {consortium} during the Bidding Process and for performing all its obligations as the Contractor in terms of the Agreement Contract for the Project.
- b. Party of the Second Part shall be {the member of the consortium}; and
- c. Party of the Third Part shall be {the member of the consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement Contract, till such time as the completion of the Project is achieved under and in accordance with the Agreement Contract.

6. Share of work in the Project

The Parties agree that the proportion of Scope of Work as per the Agreement Contract to be allocated among the members shall be as follows:

First Party:

{Second Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the {consortium} Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof.
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party to prevent such Party from fulfilling its obligations under this Agreement.

- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the {consortium} However, in case the {consortium} is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the bidder, as the case may be.

9. Miscellaneous

- a. This Consortium Agreement shall be governed by laws of {India}.
- b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of

Lead member by:
(Signature)
(Name)
(Designation)
(Address)

SECOND PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.....

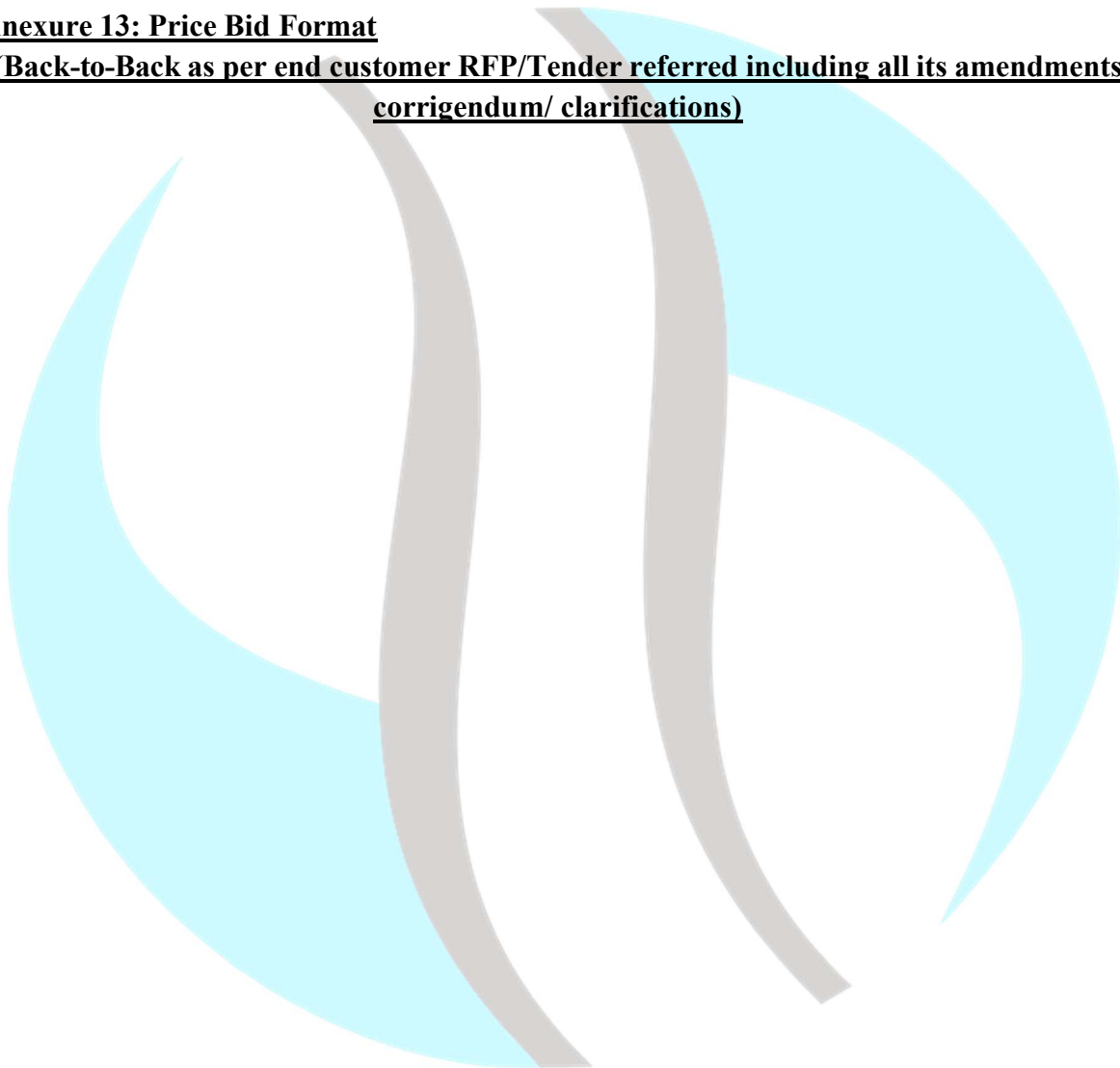
2.....

Annexure 12: Agreement Draft Format

(As per Customer **Tender** and any of its addendums/ corrigendum's/ clarifications issued by the Tender floating authority. The agreement will be signed with selected Bidder on Back to Back basis and will be binding upon the parties)

Annexure 13: Price Bid Format

**(Back-to-Back as per end customer RFP/Tender referred including all its amendments/
corrigendum/ clarifications)**



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Annexure 14: BoQ

(Back-to-Back as per Schedule of end customer RFP/Tender referred including all its amendments/ corrigendums/ clarifications)

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount
Schedule () A-ICF coaches in which 04 nos. of camera to installed as per RDSO Specification no.RDSO/ SPN/TC/ 106 /2025, Version 3.1, effective from 04.06.2025, or Latest.(Rates are inclusive of GST).							
4	4	3864	Numbers	767	2963688		
Description:- Supply of Metal Enclosure for Camera							
5	5	966	Numbers	11658.4	11262014.4		
Description:- Supply of Metal Enclosure for NVR							
6	6	1932	Numbers	1947	3761604		
Description:- Supply of Panic Button and Hooter							
	7	966	Per Coach	76700	74092200		
Description:- Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1,effective from 04.06.2025.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount
Schedule () B-ICF coaches in which 06 nos. of camera to installed as per RDSO Specification no. RDSO/ SPN/TC/ 106 /2025, Version 3.1, effective from 04.06.2025, or Latest. (Rates are inclusive of GST)							
4	4	3960	Numbers	767	3037320	AT Par	
Description:- Supply of Metal Enclosure for Camera							
5	5	660	Numbers	11658.4	7694544	AT Par	
Description:- Supply of Metal Enclosure for NVR							
6	6	1320	Numbers	1947	2570040	AT Par	
Description:- Supply of Panic Button and Hooter							
	7	660	Per Coach	76700	50622000	AT Par	
Description:- Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1,effective from 04.06.2025.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount
Schedule () C-Supply of Hand Held Terminal as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1,effective from 04.06.2025. (Rates are inclusive of GST)							
1	1	33	Numbers	70682	2332506	AT Par	
Description:- Supply of Hand Held Terminal							

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- END OF DOCUMENT -

**CE-SHOP-MTN-MECHANICAL/CENTRAL RLY
TENDER DOCUMENT**

Tender No: RR_PR_WC_2083_25-26_53

Closing Date/Time: 30/08/2025 12:00

CWM MTN acting for and on behalf of The President of India invites E-Tenders against Tender No **RR_PR_WC_2083_25-26_53** Closing Date/Time 30/08/2025 12:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	30/08/2025 12:00	Date Time Of Uploading Tender	21/07/2025 13:31
Pre-Bid Conference Required	Yes	Pre-Bid Conference Date Time	28/07/2025 11:00
Advertised Value	889692836.40	Tendering Section	WORKS CELL
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	4598500.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	10 Months
Contract Type	Works - General	Contract Category	Expenditure
Bidding Start Date	06/08/2025		
Are JV allowed to bid	Yes	Number of JV Member Allowed	3
Are Consortium allowed to bid	No	Number of Consortium Member Allowed	0
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Capital (RSP)

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () A-ICF coaches in which 04 nos. of camera to installed as per RDSO Specification no.RDSO/ SPN/TC/ 106 /2025, Version 3.1, effective from 04.06.2025, or Latest.(Rates are inclusive of GST).							512695226.40	
1	1	3864.00	Numbers	17700.00	68392800.00	AT Par	68392800.00	
	Description:- Supply of Full HD Fixed Dome/Wedge type IP Colour Camera							
2	2	966.00	Numbers	354000.00	341964000.00	AT Par	341964000.00	
	Description:- Supply of 8 Channel Mobile Network Video Recorder including Antennas							
3	3	966.00	Numbers	10620.00	10258920.00	AT Par	10258920.00	
	Description:- Supply of Video Management Software							
4	4	3864.00	Numbers	767.00	2963688.00	AT Par	2963688.00	
	Description:- Supply of Metal Enclosure for Camera							
5	5	966.00	Numbers	11658.40	11262014.40	AT Par	11262014.40	
	Description:- Supply of Metal Enclosure for NVR							
6	6	1932.00	Numbers	1947.00	3761604.00	AT Par	3761604.00	
	Description:- Supply of Panic Button and Hooter							
7	7	966.00	Per Coach	76700.00	74092200.00	AT Par	74092200.00	
	Description:- Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025.							
S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule () B-ICF coaches in which 06 nos. of camera to installed as per RDSO Specification no. RDSO/ SPN/TC/ 106 /2025, Version 3.1, effective from 04.06.2025, or Latest. (Rates are inclusive of GST)							374665104.00	
1	1	3960.00	Numbers	17700.00	70092000.00	AT Par	70092000.00	
	Description:- Supply of Full HD Fixed Dome/Wedge type IP Colour Camera							
2	2	660.00	Numbers	354000.00	233640000.00	AT Par	233640000.00	

**CE-SHOP-MTN-MECHANICAL/CENTRAL RLY
TENDER DOCUMENT**

Tender No: RR_PR_WC_2083_25-26_53

Closing Date/Time: 30/08/2025 12:00

3	Description:- Supply of 8 Channel Mobile Network Video Recorder including Antennas							
	3	660.00	Numbers	10620.00	7009200.00	AT Par	7009200.00	
4	Description:- Supply of Video Management Software							
	4	3960.00	Numbers	767.00	3037320.00	AT Par	3037320.00	
5	Description:- Supply of Metal Enclosure for Camera							
	5	660.00	Numbers	11658.40	7694544.00	AT Par	7694544.00	
6	Description:- Supply of Metal Enclosure for NVR							
	6	1320.00	Numbers	1947.00	2570040.00	AT Par	2570040.00	
7	Description:- Supply of Panic Button and Hooter							
	7	660.00	Per Coach	76700.00	50622000.00	AT Par	50622000.00	
Description:- Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025.								
S.No.							Item Code	Item Qty
							Qty Unit	Unit Rate
							Basic Value	Escl.(%)
							Amount	Bidding Unit
Schedule () C-Supply of Hand Held Terminal as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025. (Rates are inclusive of GST)							2332506.00	
1	1	33.00	Numbers	70682.00	2332506.00	AT Par	2332506.00	
	Description:- Supply of Hand Held Terminal							

3. ITEM BREAKUP

No item break up added	
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4. ELIGIBILITY CONDITIONS

Important : All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

Standard Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document & General Conditions of Contract (Works) 2022.	No	No	Allowed (Mandatory)

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document	No	No	Allowed (Mandatory)

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document	No	No	Allowed (Mandatory)

Standard Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document & General Conditions of Contract (Works) 2022.	No	No	Allowed (Mandatory)

Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

S.No.	Description
1	I/we the tenderer (s) am/are signing this document after carefully reading the contents.

**CE-SHOP-MTN-MECHANICAL/CENTRAL RLY
TENDER DOCUMENT**

Tender No: RR_PR_WC_2083_25-26_53

Closing Date/Time: 30/08/2025 12:00

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 certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.
9	I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two 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)

Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.

S.No.	Description
1	Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer. (Click here to download the Format of Self Certification)

5. COMPLIANCE

Important : All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.

Check Lst

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document & General Conditions of Contract (Works) 2022.	No	No	Not Allowed

Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)
2	As per Tender document & General Conditions of Contract (Works) 2022.	Yes	Yes	Not Allowed

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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**CE-SHOP-MTN-MECHANICAL/CENTRAL RLY
TENDER DOCUMENT**

Tender No: RR_PR_WC_2083_25-26_53

Closing Date/Time: 30/08/2025 12:00

1	As per Tender document & General Conditions of Contract (Works) 2022.	No	No	Not Allowed
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Undertakings

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	As per Tender document & General Conditions of Contract (Works) 2022.	No	No	Not Allowed

6. Documents attached with tender

S.No.	Document Name	Document Description
1	MIIOrder2017-Revision.pdf	Make in India policy
2	RDSOSpc-RDSO_SPN_TC_106_2025_Version3.1_compressed.pdf	RDSO Specification
3	CAMCDocument.pdf	CAMC DOCUMENT
4	Electricalcodeandguidanceonpowercircuitwiring1.pdf	Electrical code and guidance
5	GCC_Works_April_2022withACS10.pdf	GCC Works April 2022withACS10
6	2083ModelE-TenderDocumentGCCW2022ACS10TPPVC.pdf	Revised Tender Document ver 1
7	MinutesofPre-Bidmeeting1.pdf	Minutes of Pre bid Meeting
8	Rlybdletter.pdf	Rly BD letter for POC
9	Corrigendumnotice_1.pdf	Corrigendum Notice

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: NISHEK JAIN

Designation : Dy.CME/III



मध्य रेल
CENTRAL RAILWAY

यांत्रिक विभाग
MECHANICAL DEPARTMENT

TENDER DOCUMENT
WORKS TENDER
(As per GCC (Works), 2022)

“TWO PACKET SYSTEM”

मुख्य कारखाना प्रबंधक कार्यालय,
सवारी डिब्बा कारखाना,
माटुंगा, मुंबई - 400 019.

OFFICE OF THE CHIEF WORKSHOP
MANAGER,
CARRIAGE WORKSHOP, CENTRAL
RAILWAY,
MATUNGA, MUMBAI - 400 019.

Signature Not
Verified

Digitally signed by CONTRACTOR

NISHEK JAIN

Date: 2025.08.05

18:12:23 +05'30'

Reason: IRPS-CRIS

Location: New Delhi



TENDER DOCUMENT

1.	E-Tender Notice No.	:	RR/PR/WC/2083/25-26/53
2.	Name of work	:	Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches.
3.	Estimated Cost	:	₹ 88,96,92,836.40/-
4.	Quantity	:	As per rate schedule
5.	Completion period	:	10 Months
6.	Bid Security	:	₹ 45,98,500/-
7.	Date & Time of Closing Tender	:	20.08.2025, 12:00 hrs.
8.	Cost of Tender Form	:	NIL.
9.	Validity of offer	:	90 Days.
10.	Issued by	:	Dy. Chief Mechanical Engineer-III, Carriage Repair Workshop, Central Railway, Matunga.

START OF TENDER DOCUMENT

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Part I: Terms & Conditions of Tendering

1. **Eligibility Criteria:** [As per Clause No. 10 of GCC] (Applicable for open tenders of estimated value of above Rs. 50 Lakhs). Tenderer(s) have to satisfy the following minimum eligibility criterion:

1.1 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.

* Similar nature of work defined as follows:

"Supply, Installation & Commissioning of CCTV Cameras as part of one or more CCTV Surveillance Systems in Central/State Govt. Department/ Organization/Autonomous body/PSU/Semi Govt. Organization/ Local Body/Authority or a Public listed Company in India (having average annual Turnover of Rs.500 Crore & above)"

OR

"Supply, Installation & Commissioning of CCTV Cameras as part of one or more CCTV Surveillance Systems in Railway's Rolling Stock (Coaches/Locomotives) including Metros/NCRTC coaches within India"

Special Eligibility Criteria:

1. The bidder shall be an original equipment manufacturer (OEM) or an authorized representative of the respective OEMs or a System Integrator. Authorized representative of OEM or the System Integrator shall submit tender specific authorization for Camera, MNVR (Mobile network video recorder) from OEMs of camera and MNVR. Tenderer has to submit STQC approval of camera and software of MNVR from OEM (who has given the authorization) who possess STQC approval on or before tender opening date as per the requirement of RDSO Specification No. RDSO/SPN/TC/106/2025, Ver. 3.1 of OEMs along with bid document.

2. Whenever an authorized Agent/ Representative submit bid on behalf of the OEM, the same agent/representative shall not submit a bid on behalf of another OEM in the same tender for the same item/product. Bidder should provide tender specific Authorization for all the products as per make & model offered in the bid in the SoR.

3. If the bid is submitted by the authorized representative of OEM, the financial & technical eligibility criteria should be met by the authorized representative. Credential of OEM will not be taken into cognizance for the same."

Note: Failure to submit the necessary documents in support of the above-mentioned eligibility conditions shall result in summary rejection of the bid.

Note: Refer proforma attached in tender document at Annexure- A1. In case of JV firm (refer Para 21.15 of Part I for Credentials & Qualifying Criteria).

(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 (1.1):

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.

1.2 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- VI(B)**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

NOTE: In case of JV firm (refer Para 21.15 of Part I for Credentials & Qualifying Criteria).

1.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of Standard GCC 2022. **(Applicable for works costing more than Rs.20 Crore or as prescribed by Railway)**

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

1.5 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 1 of the Tender Form (Second Sheet) including Para 1a to 1e - 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 1a Para 1 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 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include 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.]*

2. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. **Non-compliance with any of the conditions set forth therein below is liable to result in the tender being rejected..**

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

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. 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 along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. **In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure —V(A) shall also be submitted by 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.** 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 thereunder.

(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during

process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of

business for a period of upto two years.

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

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

3. CERTIFICATE:

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed at **Annexure-V** OR Bidders shall confirm and certify on the behalf of the tenderer including its constituents for all contents of Annexure-V in IREPS offer as incorporated in NIT by CRIS on IREPS. **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(s) 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.

- 4. Price Variation Clause (PVC):** This will be applicable as per Clause No. 46(A) of Standard General Conditions of Contract, 2022 or latest. PVC formula as per '9. Any Other Works not covered in Classification 1 to 8' for labour component only as per Clause No. 46(A) (1) of GCC, works 2022 and correction slip no.1 dt. 14.07.2022 duly vetted by Finance/MTN.

4.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores. Only labour component will be considered for Price Variation Clause (PVC).** 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).

4.2 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.

4.3 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.

4.4 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.

4.5 No price variation shall be admissible for fixed components.

4.6 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

SN	Components	Classification	9A
1	<i>Fixed *</i>	*	15
2	Labour	L_c	20
3	<i>Steel *</i>	<i>S_c *</i>	0
4	<i>Cement *</i>	<i>C_c *</i>	0
5	<i>Plant Machinery & Spares *</i>	<i>PM_c *</i>	30
6	<i>Fuel & Lubricants *</i>	<i>F_c *</i>	15
7	<i>Other materials *</i>	<i>M_c *</i>	20
8	<i>Detonators & Explosive *</i>	<i>E_c *</i>	0
Total			100
* It shall not be considered for any price variation & only labour component will be considered for price variation.			

The classification mentioned in the table above represents following type of item(s) in the work(s) –

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

4.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

$$\begin{aligned}
 \text{(i)} \quad L &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100} \\
 \text{(ii)} \quad M &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100} \\
 \text{(iii)} \quad F &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100} \\
 \text{(iv)} \quad E &= \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100} \\
 \text{(v)} \quad PM &= \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100} \\
 \text{(vi)} \quad S &= \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100} \\
 \text{(vii)} \quad C &= \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}
 \end{aligned}$$

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.

आरआर/पीआर/डब्लूसी/2083/25-26/53
RR/PR/WC/2083/25-26/53

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

5. **Omissions and 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.

6. **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- VI(A)** and shall be valid for a period of 90 days 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 before closing date for submission of bids (i.e. excluding the 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.
 - 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 Authority 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.

7. Security Deposit and Performance Guarantee:

(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.

(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.

(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.

(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.

(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 (The Bank Guarantee bond for performance guarantee shall be as per **Annexure- G**);

- (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.

8. Constitution of Firm and documents to be submitted thereof:

(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 1 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 1 of the Tender Form (Second Sheet) above.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 1 of the Tender Form (Second Sheet).
 - a. **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet) of GCC. **"Joint Venture Firms" shall be applicable to the tenders of value more than Rs.10 Crore.**
(Authority - Railway Board's letter no. 2002/CE-I/CT/37 JV Pt. VIII dt.14/12/2012 or latest).
- (d) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 1 of the Tender Form (Second Sheet) above.
- (e) **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 1 of the Tender Form (Second Sheet).
- (f) **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 1 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.

9. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is 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 Apostille certificate.

10. **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 in the Law Officer.
11. **Effect and validity of offer:** The offer shall be kept valid for a minimum period of 90 calendar days (in case of two packet system of tendering 90 days) from the date of opening of tender, within which the tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture and in that case the tenderer shall have no further claim on the amount deposited by him as earnest money.

12. 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.

13. Two Packets System of Tendering: 'Two packet System' shall be followed for tenders valuing more than Rs.10 Crs. 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.

14. Inspection of site before tendering:

The Tenderers are advised in their own interest to visit/examine all the sites of works and surroundings, availability of working space and its constraints, availability of all materials and labour including water for the work before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers.

Railway will provide necessary guidance to enable Tenderers to reach the sites and inspect the sites for their work. However, Railway will not be held responsible for any loss or damage to property, personal injury to the agent or staff of the Tenderer or costs and expenditure incurred as result of such visits.

Proforma for **declaration of site visit** shall be duly filled and signed for having gained sufficient knowledge regarding site conditions. Proforma has been attached in this tender booklet as **Annexure-C1**.

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 work are taken into account and that the "percentage/rates he enters in the "Tender Forms" is/are adequate and all inclusive to accord with the provision in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the engineer. No other claim shall be entertained such as regarding approaches/approach road in and outside Railway land and Contractor/s will bear entire expenses such as road taxes, payment for right of way etc to outsiders and for constructions of approaches/approach road etc.

When work is tendered for by a firm or company of Contractors the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

- 15.** 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 charged to the Contractor.
- 16.** There should be no discrepancy in rates quoted both in words and figures. In such an eventuality, the rates quoted in figures will be considered for evaluation of the offer.

17. 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 General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.
18. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of Partnership Deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. When work is tendered for a firm or company of contractors, the individual legally authorized to enter into commitments on their behalf shall sign the tender.
19. 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.
20. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 21. JOINT VENTURE (JV) IN WORKS TENDERS -**
Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same. **Applicable for this tender (Refer para 8(c)(i)(a) above for applicability).**
- 21.1** Separate identity/name shall be given to the Joint Venture.
- 21.2** Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 21.3** 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.
- 21.4** 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.
- 21.5 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.

21.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith 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.

21.7 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.

21.8 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.

21.9 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.

21.10 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.

21.11 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:

21.11.1 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.

21.11.2 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.

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

21.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, 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.

21.13 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.

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

21.14.1 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.

21.14.2 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.

21.14.3 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

21.14.4 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.

21.14.5 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.

21.14.6 All other documents in terms of Para 1 of the Tender Form above.

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

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

- (a) For Works without composite components

The technical eligibility for the work as per para 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 1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

- (b) For works with composite components

The technical eligibility for major component of work as per para 1.1 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 1.1 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 1.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

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

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

21.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 1.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 1.2 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.

22. 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 gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly 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 19. (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

23. 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.

24. Contract Executive Engineer: -

AWM/ MTN, Dy. CME/MTN is the nominated executive Engineer for this work. After award of the contract, firm shall approach to AWM/MTN, Dy. CME/MTN to get necessary instruction for the commencement of work. AWM/MTN, Dy. CME/MTN is the nominated Executive Engineer for this contract who will look after the execution of the contract. The list of necessary record and register to be maintained for the purpose of processing bills shall be confirmed from AWM/MTN, Dy. CME/MTN by the firm. AWM/MTN, Dy. CME/MTN as executive Engineer will issue necessary instructions regarding day to day execution of the contract. If the firm wants to represent any issue regarding the execution of contract, the same shall be raised to the Executive Engineer of the contract.

25. Tender Forms shall embody the contents of the contract documents either directly or by reference. Any condition of the tender other than those stipulated in the document are not applicable even though they are included in the tender submitted by the party unless they are specifically accepted by the Railway in writing while communicating the acceptance of tender. The accepted tenderer should therefore ensure that such other conditions that are considered necessary by him should be got accepted by the Railway in writing before accepting the offer. Every contract shall be complete in respect of the document it shall so constitute.
26. It is advised that the firm should depute competent representative at the site to see firsthand and assess the scope of work before submission of rate. The tenderer must satisfy him fully before submitting his/her offer. The schedule of rates and quantities is given at Annexure B of this tender form. The tenderer(s) shall quote rates as per the tender document. All the rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties, payable by the contractors to government or public body or local authority. No additional amount will be paid or claim entertained on this account by the Railways. The quantities shown in the schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway as per variation clause No. 41 & 42 of Standard GCC, 2022 or latest.
27. Tenders containing erasures and/or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.
28. **Right of the Railway to deal with tender:** 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.
29. 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.
30. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
31. Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected. The submission of the tender will be deemed to imply that all documents enclosed have been studied and understood that the tenderer is aware of the full scope of the work to be done and the condition affecting the execution. In token of this, tenderer himself or his authorized representative will be required to sign at the bottom of each and every page of this tender form.

- 32. Cost of tender document:** Payment for cost of tender document shall be accepted only through net banking or payment gateway through the website www.ireps.gov.in. However, for service contracts, MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Scale Industries Corporation, Directorate of Handicraft and Handloom, Any other body specified by Ministry of MSME, shall be supplied such tender document free of cost on confirmation of their evidence to this effect.
- 33.** Tenders shall be accepted only in E-tendering format through the website www.ireps.gov.in. Tender must be submitted in the website not later than the specified date and time. The tender will be opened on the same day after tender submission closing time. If the tender opening day happens to be a bandh or an unforeseen holiday, the tender will be opened on the next working day. For this purpose tenderers are advised to go through instructions/guidelines issued on the subject, which can be accessed through the **Learning Center, FAQ & System Settings** links available on the home page of the website www.ireps.gov.in.
- 34.** 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 invoice is 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.

.....
Signature of Tenderer(s)
Date

.....
Signature
Designation

INSTRUCTIONS TO THE TENDERER

1. MEANING OF TERMS: - Definition

In these Regulations for Tenders and Contract 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 Central 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 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 Workshop Manager" shall mean the officer in charge of the Matunga Workshop of Central Railway, and shall mean and include the Chief Workshop Manager of the successor Railway.
- (D) "Engineer" shall mean the Executive Engineer in executive charge of the works of the Mechanical Dept. of the Central Railway i.e. WM (P)/ WM (R) and superior officers of the Mechanical Department and shall mean and include the Engineers of the successor Railway.
- (E) "Engineer's Representative" shall mean the Assistant Engineer (AWM) in direct charge of the work and shall include any Resident Engineer or Sr. Section Engineer or any Inspector of the Mechanical Engineering Dept. appointed by the Central Railway and shall mean and include the Engineer's Representative of the successor Railway.
- (F) "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.
- (G) "Tenderer" shall mean the persons/ the firm/co-operative or company whether incorporated or not who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (H) "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.
- (I) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved list or select list of Contractors with the Railway.
- (J) "Open Tenders" shall mean tenders invited in open and public manner and with adequate notice.
- (K) "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.
- (L) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.

- (M) **"Specifications" shall mean the specifications for Materials & Works, Central Railway as specified under the authority of the Ministry of Railways or Chief Workshop Manager or as amplified, added to or superseded by special specifications, if any, appended to the Tender Forms.**
- (N) 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.
- (O) "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
- (P) "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.
- (Q) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
- "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.
- (R) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (S) '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.
- (T)
- 1 Words importing the singular number shall also include the plural and vice versa where the context requires. **Singular and Plural**
 - 2 These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.
- Contractor's Credentials**
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.**

Annexure- A1
(Ref.: Para 1.1 (a) of Part I & Para 10.1 (a) of GCC)

List of Works Completed/substantially completed in last 7 Years
(Last seven years ending on last day of month previous to the one in which tender is invited)

Sr. No.	Name of Work	Name of Organization for whom executed	Contract Agreement No. and Date of Award	Approximate Value of contract		Date of Start		Date of Completion/ substantially completion	
				Agreement Value	Final/ substantially completed value	Scheduled	Actual	Scheduled	Actual
1	2	3	4	5	6	7	8	9	10

Note:

- Supporting documents/certificates from the organizations with whom worked should be enclosed.
- Certificates for works executed for private individuals/organization shall not be considered.

Tenderer's Seal

Signature of the tenderer

Annexure –VI(B)

(Ref.: Para 1.2 of Part I & Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC)

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)

**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 **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 and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we *(insert name of the tenderer)*** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged 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 and may also lead to any other action provided in the contract including banning of business for a period of upto 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 certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc. (In case JV of applicability in tender)

ANNEXURE-V(A)

(Reference: Para 3 of Part I & Para 6.1 of ITT of GCC)

(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:

Annexure –VI(A)

(Ref.: Para 6 of Part I & Para 5 of the Instructions to Tenderers of GCC)

(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 office of the Chief Workshop Manager,
Carriage Workshop, Matunga, Mumbai 400 019,
Central Railway,
Beneficiary: WAO, Carriage Workshop, Matunga, Mumbai 400019, Central Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through **WAO, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019 (Designation & address of Contract Signing Authority), Central 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

Bank's Seal

*[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.

ANNEXURE-XVII

(Reference Para 7 (4) of Part I: Terms & Conditions of Tendering)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....
.....

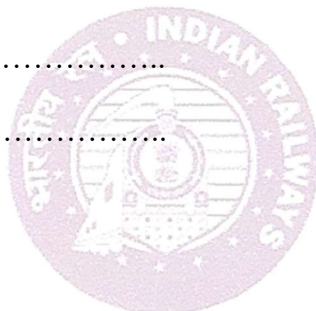
Railway.

Date:.....
.....

Surety Bond No:
Date:.....
Amount of Bond:.....
Date:.....

Issue

Expiry



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 Rs. 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 authorized 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 present 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 Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling 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 favor 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 *XXXX* 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

16. The Insurance Surety Bond shall be verified by sending mail to
[customer.care@sbigeneral.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.]

Annexure- A2

Details of the Tenderer

Sr. No.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual/ proprietorship firm/ partnership firm/ private limited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF Registration No. (Attach documentary evidence.)	
7	ESIC Registration No. (Attach documentary evidence.)	
8	Other Registration details under other applicable Laws (Attach documentary evidence.)	
9	Name of the person signing the tender	
10	Authority for signing the tender (Refer to Clause No.14 of Part 1 - Terms & Conditions of Tendering of Tender document)	

* The date of sending of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately. Please do not keep any table blank write Not Applicable, as per the case.

The above information should be necessarily submitted by the tenderer.

**Tenderer's Seal
Tenderer**

Signature of the

CONTRACTOR

39

For Dy. Chief Mechanical Engineer-III/MTN

PART- II
Special conditions of contract

1. These special conditions of contract supplement the General conditions of contract, Mechanical Department of central railway as amended and / or corrected up to date, copies of which can be seen at the office of the Chief Workshop Manager, Carriage Workshop, Central Railway, Mumbai – 400 019, Maharashtra. It is the responsibility of the contractor before submitting the tender and again before entering into agreement to ascertain all the amendments and/ or corrections made to the said General conditions of contracts. Where the provisions of these special conditions of contract are at variance with the general conditions of contract, these special conditions of contract will prevail. General conditions of contract form part of the contract unless otherwise mentioned in the special condition of contract. Termination of Contract and Settlement of Disputes will be as per General Conditions of Contract as amended from time to time.

General Conditions of Contract- 2022 is available on the following web link:

www.indianrailways.gov.in/railwayboard >> About Indian Railways >> Corporate Overview >> Railway Board Directorates >> Civil Engineering >> IR General Condition of Contracts- 2022

https://indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/2022/GCC_April-2022_2022_CE-I_CT_GCC-2022_POLICY_27_04_22.pdf

2. **Notice to Public bodies:** - The contractor shall give notice to the Municipality, Police and other authorities 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 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.
3. **Provision of Payment of Wages Act:** The Contractor shall comply with the provisions of the payment of Wages Act 1936 and the rules made there under in respect of all employees directly or through petty Contractor or sub-Contractor 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 money 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 deduct from any moneys due to Contractor (whether under this contract or any other contract) 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.
4. **(A) Provision of Contract Labour (Regulation and Abolition) Act, 1970:**
 - (1) The contractor shall comply with the provisions 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 claim under the aforesaid Act. and the Rules.
 - (2) The contractor shall obtain 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 this requirement shall strict the panel provision of the contract arising out of the resultant non-execution of the work.
 - (3) The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- (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 the Rules wherever applicable.
- (5) In every case in which by virtue of the provisions of the aforesaid Act of 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 in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, 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 section 20 sub-section (2) and section 21 sub-section (4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sum due by the Railway to the contractor whether under the contract or otherwise. 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 cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

4 (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.

- 4 (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 Indian Railways Standard General Conditions of Contract, 2022 or latest. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (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."

5. Provision of Workmen 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 any sum due by Railway to the Contractor whether under these conditions or otherwise, 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.

6. 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.

(6-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 and as per Standard General Conditions of Contract.

7. Other Conditions: -

- i. Before the start of the work, the successful tenderer will give a list of his workers who will execute the work, who shall have to possess valid identity card as per Railway's approved format while working in Railway premises.
- ii. The Contractor has to arrange all tools & accessories required for the work at his own cost. No material and labour help of any kind will be provided by Railways to the Contractor.
- iii. Before submission of the offer the tendered may visit the site and examine the exact nature and quantum of work.
- iv. The contractor while working shall ensure up keep of the coaches and in case of damage to the coaches or other Railways property on account of the contractor or his staff, the cost of damage as assessed by Railways will have to be borne by the contractor
- v. The tools and equipments required to carry out the said work will be brought by the contractor. No such aid will be provided by the Railway.
- vi. In case contractor observes that Railways are unable to provide him feed of coaches at the stipulated rate, he will intimate the same to the authorized Railway representative in advance and in writing, failing which his plea shall not be considered for waiver of penalty.
- vii. Authorized representative of Railway shall inspect the quality of work done by the contractor and his decision will be final in this regard. In case work done by the contractor is not to the satisfaction of the authorized Railway representative, the contractor shall be liable to rework at his own cost. No additional payment shall be made for rework.
- viii. Railway further reserves the right for carrying out inspection at any stage of work in any coach. Contractor shall take corrective action as pointed out by the authorized Railway representative.
- ix. Authorized representative of Railway shall maintain a daily diary which will indicate date wise coaches offered to contractor, work executed on date. This diary will help for calculating payment of bill.

- x. The contractor shall keep his surroundings neat and clean by cleaning his work area daily before closing of the shift.
- xi. No employee of the contractor will smoke at the working area because of availability of flammable products nearby.
- xii. **Issue of Identity cards by Contractor:** Contractor should issue Identity badges (as per approved format) to all his labour being engaged to carry out the work, including the Supervisor. These identity badges should be so carried that Railway Security can identify them. The Identity cards should be worn by the contractors' labour on left side on the chest every time, during their presence on Railway Premises.
- xiii. **Storage Space:** Railways shall provide storage space free of cost for stocking of material, maintaining of records, etc. The security of the material / records will be the responsibility of the contractor.

8. HANDING OVER OF SITE

Contractor should start the work within 15 days from the date of issue of acceptance letter. The site will be handed over to the contractor/authorized representative after reporting from the contractor's side. It will not be binding on the Railway to hand over full site at a time in the starting to the contractor, but the site will be handed over to the contractor commensurate with the progress of the work. A note of handing over of site to the contractor in addition to entry in the site order book will be prepared duly signed by the Railway and Contractor's representative and submitted to the Engineer In-charge.

9. INSPECTION REGISTERS AND RECORDS

The contractor 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 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 Railway's representative.

i) Site Order Register -

The contractor shall promptly acknowledge orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked.

ii) Labour Register -

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

iii) Log Book of events -

All events are required to be chronologically logged in this book date and shift-wise.

iv) Material Passing & Testing Register -

Register will show material brought at site, passed, rejected etc. with quantity, specifications & test results etc.

All registers at item (i) to (iv) mentioned as above will be maintained by the representative of the Engineer and signed by the contractor. Any other registers considered necessary by the Engineer, shall be maintained at site in which the representative of the Engineer and the contractor will have to sign. the registers, proforma charts, etc. will be the property of the Railway.

Registers as mentioned above will have to be maintained depending on the scope of the work as prescribed by Engineer at site.

10. PERMIT OR PARWANA

The contractor will at his own expense obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The Railway Admn. will not under any circumstances be liable to obtain any permit or parwana whatsoever, for the contractor.

11. STORAGE OF INFLAMMABLE ARTICLES

No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.

12. FIRST-AID

The contractor shall maintain in a readily accessible place first-aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

13. DAMAGE, ACCIDENTS OR FLOODS OR TIDES

The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or material of every description belonging to the Railway Administration, lost or damaged by any cause during the course of contractor's work.

The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.

14. TRESPASS

The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the Engineer.

15. EMERGENCY WORK

In the event of any accident or failure occurring in on 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 carryout repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof to the contractor.

- 16. (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.

(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.

Clause 16 (A): - At the final stage of completion and commissioning of work, in case the contractor's failure is limited to only some of the works costing not more than 2% of the original contract value, and the Contractor request the engineer that such works may be offloaded from him and got executed through another agency and additional cost incurred, if any, should be recovered from his dues; the Engineer on being convinced that the anticipated additional cost for such works will not be substantial and can be recovered from the dues of the contractor and that such offloading will help in completion and commissioning of work, may agree to such offloading without any adverse repercussion on the performance guarantee and security deposit of the Contractor. However, the Engineer will not be under any compulsion to agree to such a request. Further, before issuing letter of acceptance to another agency for such work, the Contractor shall be informed of the rates at which the work will be got executed and the Contractor should give his consent to do so and certify that he

would have no future claim on this account and that the extra expenditure so incurred, if any, by the Engineer in getting the offloaded work done, shall be recovered from subsequent Bills or any other dues of the Contractor. In case the Contractor fails to give such consent within three working days, the Engineer may treat the same as not acceptable to Contractor and proceed accordingly. In any case, Railway shall deduct 10% of cost of such work or Rs one lakh whichever is lower, from the Contractor's dues as administrative charges for the process of finalizing new agency for such work irrespective of whether or not such work is finally offloaded from Contractor or not.

17. COMPLETION PERIOD

17.1 The contractor shall have to complete the work in all respects within the specified period from the date of issue of acceptance of the tender.

17.2 The contractor shall strictly adhere to the programme framed by the Engineer or his representative so as to complete the work within the time allotted to the contractor.

17.3 The contractor will have to employ labour in full strength commensurate with working areas available. He will also arrange for materials and equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final and binding on the contractor.

18. Final Supplementary Agreement {As per Clause No. 48 (3) of GCC}:

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 C-4, the parties shall execute the Final Supplementary Agreement as per Annexure C-4.

19. 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.

20. 20.(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.

20.(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.

20.(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.

20.(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.

20.(4)(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.

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

In terms of provision of clause 26A.1 of GCC, 2022 or latest contractor shall also employ following qualified engineers during execution of the allotted work: -

- a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and
- b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh.

In case contractor fails to employ the Qualified Engineer, as aforesaid above, he in terms of provision of clause No. 26A.2 to the GCC, 2022 or latest, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provision, as contained in para (a) and (b) above respectively.

(Authority - Railway Board's letter no. 2012/CE-I/CT/O/20 dt.10/05/2013 or latest).

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

23. FIGURES, DIMENSIONS:

Figures and dimensions on drawing shall supersede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale.

24. WORK PREPARED AWAY FROM THE SITE:

The contractor shall give the Engineer written notice of the preparation or manufacture at a place away from the site of any material or components to be used on the work, stating the place & time of preparation or manufacture, so that the Engineer may inspect all stages of the production process. Failure to give such notice may result in the rejection of the material or components.

25. COMPLETION DRAWING:

Contractor should prepare one set of completion drawing (all detailed drawings) on polyester based reproducible tracing film (95 microns thick one side mat of superior quality) in black indelible ink duly incorporated all additions and alterations in red ink and submit to Railways No extra payment for the same will be made to the contractor unless otherwise specified elsewhere in this document.

26. (A) EXTENSION OF TIME IN CONTRACTS:

This will be as per Clause 17-A of Standard General Conditions of Contract, 2022 or latest.

(B) EXTENSION OF TIME WITH LIQUIDATED DAMAGES (LD) FOR DELAY DUE TO CONTRACTOR:

This will be as per Clause 17-B of Standard General Conditions of Contract, 2022 or latest.

Proforma for Time Extension, if required shall be as per Annexure C2.

(C) BONUS FOR EARLY COMPLETION OF WORK:

This shall be valid for open tenders having value more than Rs.20 Crore and original period of

completion is 12 months or more and will be as per Clause 17-C of Standard General Conditions of Contract, 2022 or latest.

- 27. (1) Rates for Extra Items of Works:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedules of Rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage, and for such items not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors 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 Schedule of Rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra items shall be arrived at based on the prevailing rates and by taking guidance from the following documents in order of priority:

- (i) Analysis of Unified Schedule of Rates of Indian Railways
- (ii) Analysis of Delhi Schedule of Rates issued by CPWD
- (iii) Market Analysis

(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such 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.

28. 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 GCC, 2022 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, costing not less than 35% value of work to be subletted, in last 5 years through a works contract directly given to him by a Govt. Department; or by a 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, 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.

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 endeavor to resolve all matters and payments amicably and speedily with the subcontractor.
- (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.
- (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.

29. VARIATIONS IN EXTENT OF CONTRACT:

This will be as per Clause No. 41 & 42 of Standard General Conditions of Contract, 2022 or latest.

This will be a contract from the date of commencement of the work as per the (original) contract agreement entered into by the Railways and the contractor after the issue of Letter of acceptance issued to the contractor. The variation in quantities of various items of work shall be governed by the following provisions: -

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever 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.

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- (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

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

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value 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, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

For decrease beyond 25% for individual items or 25% of contract agreement value, 'No Claim Certificate' from the contractor will be obtained.

- In the event of vitiation occurring due to increase or decrease in quantities among the technically suitable tenderers, the vitiation shall be as per Railway Bd's Lt. no. 2017/TRANS/01/Policy dated 8-2-2018 or latest.
- As per recent Railway Board letter No. 2017/Trans/01/Policy Dt. 08.02.2018 it has been decided by Railway board that as a result of variations, a contract shall be considered "vitiating" only when the following percentage variation in contract value between tenders are noticed to have been exceeded-

Sr. No	Value of Contract	Percentage difference between present contractor and new L1 as a result of variation.(percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
1	Small Value contracts (Tender Value less than Rs 50 Lakh)	10
2	Other than small value Contracts (Tender Value equal to or more than Rs. 50 Lakh)	5

- When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken. The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

30. SUSPENSION OF WORKS:

This will be as per Clause No. 36(1), 36(2) & 36(3) of Standard General Conditions of Contract, 2022 or latest.

31. Bid Security and Security Deposit:

Bid Security and Security Deposit shall be submitted by the contractor as specified in the contract.

32. Performance Guarantee – As per purchase order

The contractor shall submit Performance guarantee as per Clause No. 16(4) of Standard General Conditions of Contract, 2022 or latest.

33. Force Majeure Clause

This will be as per Clause 17 of Standard General Conditions of Contract, 2022 or latest.

34. Arbitration:

This will be as per clause 63 to 64 of Standard General Conditions of Contract, 2022 or latest.

35. Laws Governing the Contract

This will be as per Clause 03.(1) of Standard General Conditions of Contract, 2022 or latest.

36. Determination:

This will be as per Clause 61 and 62 of Standard General Conditions of Contract, 2022 or latest.

37. Subletting and Assignment

This will be as per Clause 07 of Standard General Conditions of Contract, 2022 or latest.

38. Other terms and conditions as per Standard General Conditions of Contract, 2022 or latest will apply.

39. Optional Payment for LC

All works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement has been given.

As such, following special conditions, are as follows:

- i. For all the tenders having advertised cost of Rs.10 lakhs or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in 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 the 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 bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
- c) 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 360 days in consultation with the 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 condition shall inter-alia indemnify and save harmless the Railway from and against all the 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 the contractor.
- f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of the 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 Document of Authorization.
- h) The Document of Authorization shall be issued by the 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 Railways's bank (Local SBI branch).
- j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for the necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document Of Authorisation, 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 Authorisation received from Railways 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.

40. Pre-Bid Conference: In reference to para 7(B) of PART I of General Conditions of Contract Instructions to Tenderers (ITT) Details of Pre-Bid Conference is as follows:

- a. A pre-bid conference shall be held with all prospective bidders/OEMs as indicated in the relevant Clause of the tender document to clarify any doubts or concerns. The bidders must submit their queries in writing by the date indicated in the Key Dates Clause of this document.
- b. All clarifications/questions must reference the appropriate tender page and Clause number. Bidders must inquire in writing w.r.t. any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this tender prior to submitting the proposal. If a Bidder fails to notify of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the Bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the tender and contract were ambiguous and shall not contest' interpretation. If no error or ambiguity is reported by the deadline for submitting

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written questions, the bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction. Tender Floating authority will post answers on its website to all written questions received by the deadline for submitting written questions. Tender Floating authority reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this tender, if any, will be published on the website.

- c. Queries, if any, should be sent latest by 17:00 Hours on 25.07.2025. Consequent to the discussions in the pre-bid conference, queries, if any, can be sent up to 2 days after the date of pre-bid conference. For Queries received thereafter, Tender Floating authority will not be bound to clarify such queries.
- d. The queries can be sent to Office of the Chief Workshop Manager, Carriage Repair Workshop, Matunga Workshop, Central Railway through email only at workscellmtn@gmail.com
- e. Bidder should submit the queries only in the format given below (in both PDF and Excel format).

Sr. No.	Page no. of tender document	Clause No.	Clarification sought/query

- f. All interested bidders can participate in the pre bid conference. The pre-bid meeting will be held Online through video conference; VC Link will be shared prior to meeting. The link for VC may be requested at workscellmtn@gmail.com. The reply to pre-bid queries shall be uploaded on www.ireps.gov.in.



41. List of documents to be submitted by the tenderers along with the tender cum

CHECKLIST FOR SUBMISSION OF TENDER

(Documents at Sr. No. 1 to 4 (Sr. No. 5, 6 & 7 as per applicability) are mandatory & to be submitted along with tender)

Sr. No	Item	Document Uploaded
1	Bid Security: Requisite Bid Security paid online / Uploaded requisite Bid Security scanned copy of the Bank Guarantee on e-Procurement Portal (IREPS) as per Annexure- VI(A) / valid Department of Industrial Policy and Promotion (DIPP) as 'Startups' or Labour Cooperative Societies registration document (in case exemption is claimed) to be submitted along with bid.	YES / NO
2	Document Verification Certificate (at Annexure-V) & Non-Blacklisted or debarred Certificate (at Annexure-V(A)): Submission of Document Verification Certificate as required vide clause 38.1.3 of Special Conditions of Contract at Annexure-V or Bidders shall confirm and certify on the behalf of the tenderer including its constituents for all contents of Annexure-V in IREPS offer as incorporated in NIT by CRIS on IREPS. 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. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.	YES / NO
3	Documents in support of Technical Eligibility Criteria (ref: clause 1.1 of Part I) (at Annexure-A1): Completion Certificates along with Work Orders / LOA / PO / RO Notes issued by authorities for Works successfully completed or substantially completed in the last 07 (seven) years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given. Note: Refer proforma attached in tender document at Annexure- A1	YES / NO
4	Documents in support of Financial Eligibility Criteria (ref: clause 1.2 of Part I) (at Annexure-VI(B)): 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-VI(B) , along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	YES / NO
5	Power of attorney duly notarized – as required	YES / NO
6	Constitution of Firm (as per Para 8 of Part I): Copy of Partnership Deed / Memorandum of Association / Articles of Association / Affidavit (in case of Sole Proprietorship firm) & other requisite documents.	YES / NO
7	In case of JV firm (refer Para 21.15 of Part I for Credentials & Qualifying Criteria) and refer Para 21 of Part I for documents to be enclosed by the JV along with the	YES / NO

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	tender in case of JV firm.	
8	DECLARATION FOR SITE VISIT at Annexure - C1	YES / NO
9	Details of the tenderer at Annexure-A2	YES / NO
10	Mandate form for EFT/NEFT at Annexure-F	YES / NO
11	The tenderer must establish that he follows all Labour laws and makes payment to his staff in accordance with relevant Acts through documentary evidence like registration for EPF, ESIC Code No. They must compulsorily submit the registration certificates in this regard.	YES / NO
12	List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.	YES / NO
13	List of Personnel, Organization available on hand and proposed to be engaged for the subject work.	YES / NO
14	List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.	YES / NO

After opening of tender, documents pertaining to Technical & Financial Eligibility Criteria, Constitution of the firm and Bid Evaluation – Technical Criteria (if applicable) shall neither be asked nor be entertained / considered.

The check list is indicative and not exhaustive. The bidders must go through the complete tender documents and submit the required document accordingly.

I have checked the above list with our submittal. I am also aware that if the application is not containing the above documents, our application is likely to be rejected.

Seal:

Date:

Signature of Tenderer

(Ref.: Annexure-I, TENDER FORM of GCC)

Offer Letter (First Sheet)

Tender No.: RR/PR/WC/2083/25-26/53

Name of Work: Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches.

To,
The President of India
Acting through the
Office of the Chief Workshop Manager,
Carriage Workshop,
Matunga, Mumbai 400 019

1. 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 withand 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 Tenderer(s)

Date _____
Address of the Tenderer(s)

Offer Letter (Second sheet)

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

- (a) Offer sheet / 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.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

SCOPE OF WORK AND SPECIAL CONDITIONS FOR THE CONTRACT

NAME OF WORK:

Installation of IP based Video Surveillance System (VSS) in 1626 ICF coaches in Central Railways.

QUANTITY: 1626 Coaches

1. PLACE OF WORK:

The contractor will execute the work in the All workshops and all coaching Depots of central railway as per requirement within CR Zone.

1.1 RESPONSIBILITY OF CONTRACTOR:

The contractor shall be entirely responsible for Stripping & re-fitment of required existing components, Supply, Installation and Commissioning of the components as per scope of work and schedule of items in coaches. Contractor shall ensure that items under the scope of contractor shall be tested & commissioned for its performance under the supervision of concerned Railway officials of workshops / divisions. Work in Details to be executed by the contractor is as under:

1.1.1 Stripping and fitment of required Components already fitted in coaches:

- (i) The contractor shall strip and refit the required components as per instructions of concerned Railway Officials like Roof panel, ceiling panels & PVC sheets, doorway & gangway area sheets, Electrical fittings etc., or any other item which is incidental to the work to be executed.
- (ii) The handling and transportation of old stripped components to respective sections or a designated place as identified by the concerned Railway Authority shall be the contractor's responsibility.
- (iii) Any Stripping in the coaches should be done by taking special care and using adequate appropriate instruments and tools so as to avoid breakage /damage of other components.
- (iv) No separate payment shall be made to the contractor for the incidental repairs arising due to the fitment of the components. All expenses to be borne by contractor.

2. SCOPE OF WORK

The tender is for **Supply, Installation, testing & Commissioning of IP Based Video Surveillance System (VSS) in ICF coaches in CR, as per RDSO Specification No. RDSO/SPN/TC/106/2025, Version 3.1 (with latest amendments), with 03 years' warranty commencing from the date of commissioning.**

The tentative BOM per coach is as below:

S. No .	Items	Requirement per coaches with 4/6 cameras
1	Full HD Fixed Dome/Wedge type IP Color Camera with all required accessories (hardware & software) to meet all functional and technical requirements as per spec. No. RDSO/SPN/TC/106/2025 ver-3.1 clause 4.1	6/4
2	8 Ch Mobile NVR, SSD, SIM along with all required peripheral devices and all required accessories (hardware & software) to meet all functional and technical requirements as per spec No. RDSO/SPN/TC/106/2025 ver-3.1 clause 4.2	1
3	Video Management Software (VMS) with Unique Face Cropping Tool to meet all functional and technical requirements as per Spec No. RDSO/SPN/TC/106/2025 ver-3.1 clause 4.3	1
4	Metal Enclosure Box for Camera Anti-Pilferage Measure as per RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1	6/4
5	Metal Enclosure Box for NVR Anti-Pilferage Measure as per RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1	1
6	Panic button and Hooter with all required accessories to meet all functional and technical requirements as per spec no. RDSO/SPN/TC/106/2025 ver-3.1 clause A1.3	2
7	Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025.	for complete Installation per coach basis
8	Supply of Hand-Held Terminal as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025.	@1 Nos. Per 50 Coaches

The tentative installation plan would be as per the drawing given in RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1 or latest.

Total 1626 ICF coaches (406 AC, 774 NAC, GS 446) are to be fitted with VSS; will be communicated to the contractor as per availability of coaches. Since the location & numbers of coaches are subjective, Hence Railway reserves right for variation/change in location/numbers of coaches during execution. Further the types of coaches mentioned are indicative not exhaustive, therefore Railway reserves right to offer any eligible ICF coach for subject work as per availability.

2.1 Supply, Installation and commissioning of VSS system.

2.1.1. Supply, Installation, testing and commissioning of VSS in the Coaches as per RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1 or latest.

2.1.2. (i) Supplied Systems shall comply with all security clearances/certifications in accordance with RDSO specifications by STQC. Necessary documents must be submitted at the time of submission of bid. **Non-submission of documents will lead to summary rejection.**

(ii) The bidder shall be an original equipment manufacturer (OEM) or an authorized representative of the respective OEMs or a System Integrator. Authorized representative of OEM or the System Integrator shall submit tender specific authorization for Camera, MNVR (Mobile network video recorder) from OEMs of camera and MNVR. Tenderer has to submit STQC approval of camera and software of MNVR from OEM (who has given the authorization) who possess STQC approval on or before tender opening date as per the requirement of RDSO Specification No. RDSO/SPN/TC/106/2025, Ver. 3.1 of OEMs along with bid document. Non-submission of documents (Annexure - 4 TENDER SPECIFIC AUTHORISATION CERTIFICATE and STQC certification) at the time of submission of bid will lead to summary rejection.

2.1.3. A total of 1626 coach set of IP based VSS shall be supplied and installed by the contractor. The installation/fitment of VSS in different types of coaches shall be done by the contractor in Coaching Depot and Workshops of CR as instructed by Railway.

2.1.4. Vendors shall maintain requisite inventory of spares for the VSS for replacement of faulty devices (all Camera types, NVR (including associated spares like SDD, GPS modules, etc.), Panic switch and any other equipment for compliance to the defined SLAs for Post Commissioning maintenance of the system).

2.1.5. The contractor shall take up VSS installation in all locations simultaneously. The contractor shall deploy a skilled team at each of the location to complete the VSS installation with acceptable quality of workmanship and within stipulated time.

2.1.6. In case required, the installation team should work for extended hours of the day to meet the project timelines.

2.1.7. Installation of VSS in Coaches will be carried out at Coaching Depot/Workshop during scheduled or unscheduled maintenance of Coaches. The schedule for installation of VSS device shall be finalized in coordination with nominated railway representative/s in Coaching Depot/Workshop.

2.1.8. The bidder should prepare drawings for VSS installation for any new coach type showing the exact location of cameras, M-NVR, Panic button etc. as per RDSO specification in consultation with Zonal Railways after survey of every new coach type. Bidder should arrange approval of all the prepared drawings by Zonal Railways (Coaching depot/workshop).

2.1.9. The installation of VSS in coaches shall be done as per design approved. In case, some modifications are desired by respective Coaching Depot/Workshop for installation of VSS duly approved by JAG or above officers, the same shall be addressed by the contractor even if it requires additional workmanship and/or installation material.

- 2.1.10. The contractor shall provide an installation plan & support plan in the bid giving sufficient details of how the contractor proposes/plans to meet the VSS device installation requirements and support requirements during implementation.
- 2.1.11. The installation team shall follow the safety rules/regulations as well as the quality assurance process of the Coaching Depots/workshops during the installation process.
- 2.1.12. The contractor shall provide technical support and onsite manpower resources from OEMs of the supplied VSS devices on Coach including OEMs of sub-components of VSS (inter-alia including Camera, Compute, NVR, Antennae if any, OS, Power Supply Module etc) as well as MSPs during implementation, commissioning and during warranty period.

Contractor shall submit affidavit (as per **Annexure-5**) on non-judicial stamp paper from duly authorized representatives of OEMs (authorized by Proprietor, Board of directors, person holding power of attorney for the work etc.) of the supplied VSS devices including OEMs of sub-components of VSS that they will provide maintenance support/CAMC post completion of warranty period for another 5 Years to the contractor. Non submission of these affidavits will lead to summary rejection of the offer.

- 2.1.13. Detail of services to be provided by the contractor for VSS implementation:
- The contractor shall ensure that OEMs of the offered products (NVR, Camera, Panic switch, software etc.) hardware & software components of VSS device etc) shall provide technical support for installation, implementation & integration of VSS device.
 - The installation/fitment of VSS on coaches shall be done by the contractor. Suitable anti-pilferage arrangement compatible with coach interior shall be done by contractor as part of installation/fitment.
 - The contractor shall submit detailed drawings of VSS installed for each coach type to Zonal Railway (coaching depot/workshop) including fitment details, connections between various components of VSS device, details of cables & connectors, placement of cameras, fire retardant conducting, cable laying path in different types of coach in accordance with the RDSO specification for approval and in turn execution of the work as per the approval.
 - The contractor's installation team shall strictly follow the safety procedures laid down by the Coaching Depots/ Workshops for working in the coaches as well as coach rooftop. The contractor shall also follow the quality assurance process of the Coaching Depots/Workshops for installation of VSS devices in the coaches.
 - The M-NVR enclosure should be made of durable and tamper-resistant materials, with reinforced corners and edges. The enclosures should also provide features like locking mechanisms to deter theft and tampering. The enclosure should comply for dust and water protection. The enclosure should also be free from sharp edges. The enclosure should be such that it is able to dissipate heat generated by equipment and should be aesthetic. The dimension of enclosure shall be within 400(L)x300(B)x200(H) mm approximately so as to house the equipment in such a way that maintenance can be done without any difficulty.

The size defined is a recommended size; however as per the fixing requirement size may be defined by the user based on the available space.

- 2.1.14. In the event of the panic button being pressed, the NVR (Network Video Recorder) shall be configured to capture and retain video recordings comprising 1 minutes of both pre and post panic button pressing events.
- 2.1.15. In the event of any camera tampering activity detected, a Pre 30 sec & Post 30 sec recording at Full HD resolution shall be generated.
- 2.1.16. All the product's licenses that bidder proposes should be perpetual licenses. **The perpetual license should be in the name of the purchaser.** The software licenses shall not be restricted based on location and the bidder should have the flexibility to use the software licenses for other requirements if required, provided the same does not violate the usage rights agreed with the original manufacturer. Support for software license or software updates should be provided free of cost till the completion of codal life of product.

~~2.1.17. Data stored in M-NVR should be encrypted and should be accessible remotely by authorized Railway user only.~~

- 2.1.18. The successful bidder shall provide a rugged hand-held terminal (Screen size of at least 8 inch) per 50 coaches & part thereof to the user per depot. The HHT shall be able to show instantly the health of the entire CCTVSS eg. M-NVR, CCTVs and working panic buttons per coach when plugged in (physically/virtually) with M-NVR. Details of the technical specifications of such HHT shall be provided by the bidder in the bid. The HHT shall be covered under warranty & CAMC in line with CCTVSS. The SoR of CCTVSS is inclusive of HHT's initial cost and its warranty & CAMC. The bidder shall comply to the below mentioned minimum specifications for the HHTs:

- a. Form Factor: Rugged and Handheld
- b. Processor: 2 GHz Quad core/Octa core processor or better,
- c. Screen Size: Minimum 8 inches or above
- d. Connectivity Type: Wifi + Cellular,
- e. Display Resolution: 1920 x 1080 pixels,
- f. Brightness: 350 NITS or better,
- g. RAM Size: 3 GB or more,
- h. Internal Storage Capacity: 32 GB or more,
- i. Micro SD Card Support: Yes-Storage upgradable upto 512 GB or Higher,
- j. Battery Capacity: 5000mAH or better

- k. Compatible to connect to M-NVR with required accessories.
- 2.1.19. The NVR should have additional space for edge processing and future extension to cater Analytics related enhancement.
- 2.1.20. The bidder shall provide signage's by using adhesive plastic stickers featuring printed designs, graphics, text, logos, or images. The signage created by using clear and legible fonts with sufficient contrast between the text and background. The font styles used should be that are easy to read from a distance. The signage should be made available in a minimum of two languages namely English and Hindi. The content shall be intimated by ZR at the time of execution of the project. Bidder to comply the specification as per specifications mentioned in the MDTS-156 Revision No: 07 or later
“<https://rcf.indianrailways.gov.in/uploads/MDTS%20156%20rev%207.pdf>”
- 2.1.21. The vendor shall demonstrate complete functionalities of all the modules of software and features of hardware components during commissioning of VSS and as & when required by Zonal Railways. Demonstration provisioned by vendor shall have activities and contents but not limited to the below mentioned lists are
- Provide overview of the entire system, including hardware, software, and integrated components.
 - Explanation of the system architecture, key components, and their functions.
 - Hands-on training on how to operate the system, including start-up, shutdown, and normal operation procedures.
 - Instruction on user interfaces and dashboards.
 - Training on routine system tasks and operations.
 - Detailed demonstration and usage of the user interface, menus, and navigation.
 - Practical exercises to familiarize users with the graphical user interface (GUI).
 - Training on identifying common issues and performing basic troubleshooting.
 - Guidance on using built-in diagnostics tools and error logs.
 - Instruction on routine maintenance tasks, such as cleaning, inspections, and preventive maintenance.
 - The bidder shall provide the required soft and hard copies of the training contents.
 - Training on system security features, including access control, managing user accounts and access permissions.
 - Training on how to handle emergency situations and how and whom to contact for support in case of issues.

- n. The bidder shall also submit both hard and soft copies of the training manuals to the coaching locations wherever the trainings are being imparted.
- o. The bidder shall provide the trainings at the coaching depots / workshops quarterly based on the schedule approved by the concerned depots / workshops. Also relevant checklist for trip/monthly/quarterly/yearly/18 months/36 months may be provided by contractor for proper running of system.

2.1.22. Instructions for Electrical supply, safety & supplier's scope of work for provision of CCTV in coaches as per RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1 or latest.

- The CCTV wiring in the coaches should be planned in such a way that it doesn't come in contact with power cable wiring. Coach type wiring diagram to be planned by the contractor for connecting camera and various equipment as indicated.
- During installation following Electrical code of practices of should be followed for ensuring electrical safety: - (i) RDSO Spec. no. EL/TL/56-1992 (ii) RDSO Spec no, EL/TL/48(Rev-1)-2005 (iii) RDSO Document no. RDSO/PE/0/0008-2005 Rev (0).
- Power circuit wiring to be done as per guidelines of PS&EMU letter no. EL/0.6.2/SCC dated 04.12.2023.
- Electrical supply to be taken from SBC and for this purpose 2 Amp MCB of suitable design to be provided by supplier.
- Further, wiring from MCB at SBC to NVR unit to be done in separate conduits for positive and negative supply.
- All associated required wiring to be done by supplier for fitment of panic button.
- General arrangement drawing for wiring diagram to be got approved by contractor from purchaser before execution.
- For retro fitment in existing coaches, opening and re-fixing of various panel, provision of support plate for fixing CCTV equipment, cutting panels for accommodating and aesthetically sealing the same etc. and fixing arrangement of wiring to be done by contractor.

2.2. Warranty support

2.2.1. Inbuilt Warranty support of CCTV/VSS of 03 years' post-implementation will be part of the deployment plan, including any required routine checkups/preventive maintenance.

Escalation matrix of maintenance personnel to be made readily available and shared with the Railways for quick resolution of any maintenance issues during the warranty period.

2.2.2. Contractor shall submit declaration that he shall provide the maintenance support/CAMC during and also post completion of warranty period of 03 years till the codal life of VSS subsystems. The same shall be submitted by the tenderer along with its offer as per

Annexure – 5. It may be noted that the current codal life of the CCTV cameras is 8 years as per Railway Board's Letter No. 2019/ACC-II/2/6 e dated 26.02.20221.

3. GENERAL CONDITIONS OF CONTRACT AND INSTRUCTIONS REGARDING EXECUTION OF WORK:

- 3.1 The contractor shall supply and install all items as per requirements specified in this scope of work and schedule of items.
- 3.2 All the installation work is in the scope of contract. Any installation activity, which is not mentioned in tender /technical specification and is required for completion of the work, shall also be in the scope of the contractor.
- 3.3 Contractor shall work on all /different sites simultaneously which shall be identified by the Railway according to requirement of Railway.
- 3.4 The composition and finish of all the materials covered under contractor's scope of supply shall meet respective specification requirements as covered in the latest relevant drawings / specifications.
- 3.5 Workmanship and quality of the work shall be satisfactory to Railway Administration.
- 3.6 Any process shall be carried out as per governing specification of the item.
- 3.7 All items should be of standard quality as specified in the tender document. In case of non-availability of specified make/specification of said item in the market, similar/equivalent item of other reputed brand/make may be supplied with prior approval of Engineer In-Charge or authorized representative.
- 3.8 The contractor shall ensure availability of adequate quantities of items in their store at site/their premises for smooth operation of the contract so that the work should not be hampered for want of material.
- 3.9 Any modification work, if required, as suggested by Railways is also to be carried out by the contractor.
- 3.10 Drawings and Specifications mentioned in the tender document are tentative and for and reference purpose. However, contractor shall supply the materials and execute work as per latest drawings /specifications issued by the Railways.
- 3.11 Contractor has to physically verify the dimensions and fit to the size. Dimensions indicated in the drawing are only for reference.
- 3.12 The Coaches in which this work is proposed to be carried out will be available at the premises mentioned in the tender document. The coaches will be offered to the contractor by the nominated Senior Section Engineer of respective workshops /divisions. The contractor

has to carry out the work as per the instructions of nominated Senior Section Engineer of respective workshops/divisions.

- 3.13 The contractor shall not demand for more or less number of coaches. However, contractor should be in position to carry out more no. of coaches as per Railway demand to meet Railway targeted out turn.
- 3.14 Contractor has to execute the work in the coaches, wherever coaches are placed at the places mentioned in the tender document. Contractor cannot demand for the coach placement at any particular place.
- 3.15 While carrying out work in any coach, any other activities shall/may also be attended by Railway staff simultaneously in the coach and contractor shall not have any objection.
- 3.16 The contractor will receive any kind of permission, if required, at his own expense before carrying out the work.
- 3.17 Removal of muck, dirt, etc. from the place where any activity shall be carried out, is the contractor's responsibility.
- 3.18 All tools and machineries/equipment required for the up-gradation work as per specification shall be arranged and use by the contractor.
- 3.19 Contractor shall arrange the transportation and unloading for material on their own.
- 3.20 Any material/items /scrap released from the coach shall be retained by Railways.
- 3.21 Scrapped materials shall be removed and disposed at nominated place by the contractor on daily basis. No collection of scrap shall be done by the contractor at work place.
- 3.22 During installation of all items under the scope of work, it shall be ensured to control vibrations of items so that reliability / life is not affected and no damages take place. All interior fittings should have aesthetic look and match with the interior decor. Sharp edges shall be removed.
- 3.23 Any alteration or amendment or addition to any clause in the agreement may be done by mutual consent of both the parties by way of a Rider Agreement.
- 3.24 Specification of any item may be changed on necessity /at any time on mutual agreement between Railway (Engineer In-Charge or authorized representative) and the contractor.
- 3.25 The Video surveillance system of the train should be improved with prescribed amenity fittings in aesthetically pleasing manner and overall appearance should look delightful. For this purpose, minor changes from the prescribed drawings/scheme may be done with mutual consent with the approval of Engineer In-Charge or authorized representative without any additional cost.
- 3.26 The performance of each item provided in/on coaches shall be monitored by concerned

Railway Official on regular basis, which shall be recorded and in case of faulty workmanship or defective material on the part of the contractor are found, the same shall be rectified/replaced by the contractor at his own cost.

- 3.27 The contractor shall have to repair/replace the defect at his own cost besides a penalty as specified in penalty/warranty clause.
- 3.28 Contractor shall engage qualified welders as specified vide RB L. No. 2025/M(W)1/814/6 dt. 24.03.2025, for welding purpose wherever required.
- 3.29 The Contractor shall employ full time responsible supervisor (Qualified Graduate Engineer or Equivalent or qualified Diploma Engineer) to supervise the quality of work at Work Sites. He should be provided with mobile and should immediately respond to call given by the Railway Administration. The name of supervisor/manager along with the mobile number shall be submitted to concern Railway Officials before start of the work. In case of any change in phone nos. the onus shall be on the contractor to ensure that the same is advised to the concerned Railway Officials.
- 3.30 Adequately skilled and trained staff shall be deputed by the contractor to carry out the tendered work as per the actual requirement. The contractor shall submit the Bio-Data (Name, Father's name, Address, Age, Passport size photo & Employee no. etc.) of his employees duly attested by the contractor to the concerned Railway Official in workshop / division before taking up the job inside the complex at the beginning of the work as well as in between as and when any of his employee is replaced with new employee.
- 3.31 Contractor shall issue Entry permit /badges (as per approved format by concerned Railway Official) to all his staff being engaged to carry out the work, including the Supervisor. These identity badges should have carried so that Railway Security can identify them. The Identity cards should be worn by the contractor staff on left side on the chest every time, during their presence on Railway Premises. If any staff/worker of the contractor is found indulging in undesirable activities, the contract may be terminated.
- 3.32 The contractor has to fulfil all the labour related statutory regulations as mentioned in Clause 54, 55, 56, 57 & 60 of Part II of Standard General Condition of Contract April 2022 for engaged labour and shall submit a copy of proof in this regard to Railway.
- 3.33 The contractor should deposit requisite EPF and ESI to contract labour, as applicable and shall submit a copy of proof in this regard to Railway.
- 3.34 Electricity as per requirement for execution of work will be provided by Railway at free of cost. The contractor shall be responsible for arrangement to obtain supply of electric power for the works from the existing point. Accessories such as extension cords, plugs and other items that are required have to be arranged by the contractor on his own cost only. All electrical appliances should confirm to the electrical safety standards. In case of power failure, the contractor has to arrange alternative power source so that work shall not be hampered at his own cost.

- 3.35 Water and compressed air shall be provided free of cost for carrying out the work, if available.
- 3.36 Space shall be provided to the contractor by Railway to store the material, tools and machines for the said contract. Required fabrication shall be done by the contractor for storage of material on the space provided by Railway. Arrangement Porta cabins by contractor is preferred for storage. Security of the material shall be contractor's responsibility. Normal single phase electricity connection for such storage space shall be provided, if required. However, in case of any loss/theft Railways shall not be responsible for these items.
- 3.37 The contractor shall be liable for the safety of his workmen during the course of contract and shall follow the laid down rules in this regard. It is made clear that no claim/compensation would be entertained for any type of accident /incident involving his staff. Any compensation however as required under law would be payable by the contractor.
- 3.38 Working Hours: The Contractor should apply and obtain necessary permit for the vehicle, staff and labour for entering/leaving the Railway premises. The working hours shall be between 08:00 hrs. to 17:00 hrs from Monday to Saturday, except Sundays and factory holidays, unless and otherwise permission granted by the concerned Deputy Chief Mechanical Engineer/Senior Divisional Mechanical Engineer (C&W).
- 3.39 The Contractor should be responsible for the Safety & discipline of the men engaged by him inside the workshop area and ensure that the staff employed by him are confined to their places of working and should not go around the workshop. The Contractor should ensure that the staff are employed by him inside the factory should comply with instructions given by the security staff on duty. The Contractor should ensure that no unauthorized person works for him inside the workshop premises.
- 3.40 OEM must submit a declaration certificate about their genuineness, they should have their own manufacturing setup and IPR for hardware/software, and should not have third party manufacturing from any blacklisted company in India or abroad (due to backdoor access and data vulnerability) or any company sharing land border with India. All Intellectual Property Rights (IPR) of the final product manufactured and source codes of all software including camera firmware etc. should not be in countries sharing land border with India".
- 3.41 Contractor shall submit along with their offer Class "A" electrical license of firm or electrical competency license of engaged subcontractor/ personnel.

4. MATERIAL PROCUREMENT AND SUPPLY:

The contractor shall procure the materials from the RDSO/ICF/RCF/MCF approved sources only, wherever applicable. The contractor shall produce the certificate of procurement of materials from the said suppliers along with materials. Besides the above all other parts /hardware/components should meet the specifications as mentioned against each in the drawing and if the specification is not mentioned in drawing, it should meet the standard IS specifications.

Any other item may or may not be fitted in coaches on the basis of actual requirement in particular coach. Decision of Railway in this regard shall be final and binding to the contractor. Payment shall be made to the contractor on actual quantity of item installed in particular coach. The quantities shown in the attached Schedule are given as a guide and are subject to variation according to the requirement of the Railway. The Railway does not guarantee work under each item of the Schedule.

5. INSPECTION OF MATERIALS: (Pre dispatch inspection)

- 5.1 Inspection of material for PoC coaches will be carried out by RDSO and subsequently for the balance quantity by RITES as per RDSO Specification No. RDSO/SPN/TC/106/2025, Version 3.1 or latest for all the items for which RDSO specifications are referred as per the provisions of relevant technical and security paras and other details in RDSO specification. For other items, RITES/RDSO will carry out inspection based on Firm's WTC. Pre-dispatch inspection shall be carried out at the vendor's/OEM's premises. The tenderers shall indicate the place of inspection in their offers. The bidder on his own exactly in line with pre-approved test plan shall conduct factory acceptance testing and internal test reports for the same shall be forwarded to inspecting agency/ consignee.
- 5.2 Contractor should submit relevant test reports and inspection certificate along with delivery of material. Railway has the rights to alter the mode of inspection agency as deemed fit after approval of Competent Authority.
- 5.3 In case of requirement by Railway for re-testing of any material supplied by the contractor, the cost of such testing from NABL accredited laboratory shall be borne by the contractor.
- 5.4 PoC (Proof of Concept) will be undertaken as per guidelines issued from Railway Board/RDSO. If no guidelines of Railway Board/RDSO are there, POC will be done on ONE coach of each type (based on number of cameras per coach) before bulk supply. PoC approved in any Railway (IR) for the tendered item of successful bidder will also be acceptable against this tender and no fresh PoC shall be required to be carried out by the contractor.

6. DELIVERY SCHEDULE:

6.1 Total period for completion of the work is 10 months from date of issue of Letter of Acceptance.

6.2 A period of 90 days from the date of issue of the Letter of Acceptance (LOA) shall be provided for commencement of work, subject to written instructions to this effect from the Engineer. The contractor shall proceed with the work promptly and without delay. It is to be noted that the Proof of Concept (PoC) is required to be completed within this 90-day period from the date of LOA. In case the work is not commenced within the stipulated period, the Railway reserves the right to take any further action as deemed necessary, and such decision shall be binding on the contractor.

- 6.3 Thereafter, each coach should be completed within 2 working days from the date of allotment of coach. The contractor shall undertake work in parallel to other coaches, so as to complete all the coaches within contract completion period.
- 6.4 Contractor shall work in parallel on all / different sites on mutual decision of Railway and contractor.
- 6.5 Contractor shall complete the work in number of coaches offered for fitment.
- 6.6 The contractor should strictly adhere to the programme framed by the Engineer or his representatives so as to complete the work within the time allotted to the contractor. The contractor will have to prepare to execute the work within time frame. However, contractor shall also make necessary arrangement to meet increased/decreased demand of coaches on monthly basis depending upon the outturn programme. The Engineers decision will be final and binding on the contractor.
- 6.7 The contractor shall coordinate with the concerned Railway Officials with regards to availability of coaches. The contractor's staff shall carry out the nominated work as per written intimation of the concerned Railway Officials.
- 6.8 Available no. of coaches will be handed over for work under contract on written intimation. Thus, work on these available coaches should be completed within stipulated time. Work needs to be done in all the coaches handed over concurrently to the extent feasible.
- 6.9 The contractor shall ensure availability of adequate quantities of required /specified material in their store at site/their premises for smooth operation of the contract so that the work should not be hampered for want of material.

7 INSPECTION OF WORK:

- 7.1 After completion of work in coach, the same shall be offered for inspection. The work carried out by the contractor will be checked by nominated Senior Section Engineer/(s) of respective workshops /divisions. If quality of work is found not as per scope of work and not satisfactory during checking, then contractor has to repair / arrange for replacement of such item on free of cost basis. The decision of the Railway Administration shall be final in this regard.
- 7.2 On satisfactory completion of work in a coach, completion certificate for the coach shall be signed jointly by representatives of Railway and Contractor.
- 7.3 The contractor 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 times.

- 7.4 Inspection plan and checklist of the items indicating procedure of fitment and necessary repairs done in the coaches should be followed.
- 7.5 Monitoring & Inspection at workshops and Divisions: The coach allotment, monitoring and inspection of work will be done by railway representatives nominated by concerned Dy. CME/SR.DME of workshop/division.

8 PAYMENT TERMS:

- 8.1 No advance payment shall be paid to the contractor.
- 8.2 1st on account bill shall be processed only after submission of Performance Guarantee to the value of 5% of the total value of contract.
- 8.3 70% amount shall be paid on supply of inspected material with inspection Certificate issued by nominated Inspection Agency. Balance 30% after satisfactory installation, commissioning in the coaches and acceptance of the equipment/ items by consignee. Completion certificate for a coach shall be issued by the concerned Gazetted officer for payment (After necessary deduction or recovery, which the Railway Administration may be entitled to make under the contract or any other contract)
- 8.4 Contractor shall supply adequate number of coach set material (at least 50 coach material or as advised by Sr DME/Dy. CME or his representative) at each location of execution.
- 8.5 Payments shall be made only after verification & certification of actual quantity consumed in a coach with penalty (if any) by concerned JS/SS/JAG officers and fulfilment of contractual obligations by the contractor which are mandatorily required.
- 8.6 The measurement of the work shall be maintained for fitment/commissioning of prescribed item as per the monitoring proforma given at Annexure-1. The payment shall be made based on item wise actual consumption in the coaches as recorded in the monitoring proforma. The concerned Railway Official and the Contractor shall sign jointly this monitoring proforma and proforma shall be duly verified by concerned Gazetted Railway Officer. The format of the proforma may be modified, if required. The monitoring proforma shall be made available by the contractor at his own cost.
- 8.7 All bills submitted in three copies with format of Annexure 1, certification at Annexure-2, Annexure-3 along with M.B. book (filled by consignee on basis of Annexure-1) duly filled & signed by JS/SS/JAG officers of different workshops /depots to be submitted to Dy. CME (III)/MTN's office for arranging payment for completed work
- 8.8 Bills shall be raised on monthly basis for payment.
- 8.9 Payment will be made after deduction of all statutory obligations, the penalties and any other dues, if any.

- 8.10 Payments shall not be made for items of work/quantities/ components not attended or not done by the contractor. The Railway will not make any payments for any such additional work carried out by the contractor without permission of concerned Gazetted Railway Officer.
- 8.11 Payment shall only be made to the contractor for supply, installation and commissioning of items as per Scope of Work. No other payment shall be made to the contractor.
- 8.12 All payment in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS)/Electronic Fund Transfer (EFT). The successful tenderer(s) on award of contract must submit ECS/EFT Mandate Form complete in all respect as detailed at Annexure-XXIII. 2% income tax and 2% GST (as applicable) shall be deducted from bill as per G.C.C.
- 8.13 The bills for payment shall be submitted with all relevant documents duly pre receipted to the Engineer for certification and onward submission to the paying authority.
- 8.14 Payment shall be made by MTNWS.
- 8.15 Any variation in taxes and duties imposed by State or Central Government will be borne by the Railways.
- 8.16 GST shall be reimbursed on production of documentary proof of the same being deposited in concerned department for the said work. The tenderer / contractor should quote the GSTN register number and enclose the proof for registration with GST Department. The contractor shall be responsible for depositing GST (as applicable) and all related legal obligations.
- 8.17 The Security deposit shall be returned after successful completion of warranty period or else it would be forfeited.

9 PENALTY CLAUSE:

Railway reserves the rights to deduct the penalties for non-compliance of terms & conditions as stipulated in the tender on the part of the contractor as under:

S. No.	Non-Conformity	Penalty Imposed
1	Non completion of work in a coach within 2 days. The decision of the concerned Railway Officer will be final in this regard. However, delay due to unforeseen reasons, may be exempted by Dy. CME / Sr. DME/C&W for imposition of penalty.	Rs. 5000/- per coach per delayed day
2	In case the contractor fails to commence the work at any worksite within 90 days after receipt of Letter of Acceptance. However, late commencement is on account of Railway or due to any administrative reasons, then no penalty will be imposed.	Rs. 25000/- per day

3	If the scrap materials are not disposed properly to an identified Location/ Scrap lying in coaches after work done/ For burning the garbage.	Rs. 1000/- per occasion
4	Any other deviation w.r.t. scope of work, terms & conditions of contract agreement and for faulty workmanship or defective material provided by the contractor.	As decided by the concerned Railway Authority up to Rs. 5,000/- per occasion
5	Any damage caused to the Railway material /facilities in the coach or at working place by contractor staff. The decision of concerned Railway Authority shall be final in this regard.	The cost of item as assessed by concerned Railway Authority shall be recovered from the running bills of the Contractor.

- 9.1 Railways reserve the right to impose penalty/penalties for non-compliance of the work as specified or for any undesirable activities, endangering the image of Railways. In this regard decision of Tender Accepting Authority will be final.
- 9.2 If any compensation/penalty is to be paid by the Railway in compliance of the order /judgment passed by the court, consumer forum or any other law-enforcing agency for the default of the contractor or his person/servant/employee to the complainant, the said amount shall be liable to be paid by the contractor.
- 9.3 Exemption of penalty can be considered by the Competent Authority on special cases such as natural calamity, bad weather or any other valid reason, etc. The decision of the Competent Authority is final and binding on the contractor.
- 9.4 No penalty shall be levied if the coaches are not handed over by the Railways to the contractor owing to some operational constraints.

10 WARRANTY CLAUSE:

- 10.1 The warranty includes comprehensive support for all hardware (cameras, VRUs/M-NVRs, panic switches, HHTs), system software (including firmware and analytics), repair/replacement, insurance against damage/theft, preventive maintenance, and OEM backed technical support for 3 years from commissioning.
- 10.2 The contractor shall provide warranty as mentioned in respective specification of items for the material, quality of material and workmanship. In case, warranty is not mentioned in specification of any item, then contractor shall provide warranty for a period of 36 months from the date of completion of work for the material and workmanship.
- 10.3 In case any defects are noticed due to faulty workmanship or defective materials / poor quality of material during warranty period, contractor has to rectify the defects at Railway premise at his own cost. No payment shall be done by the Railway for warranty repair / replacement.

- 10.4 If the contractor does not complete the rectification (warranty defects) either by repair or replacement of such defective items within 3 days within zone and 6 days' outside zone from the date of notifying by the Railway of call or as per next availability of the coach whichever is later, a penalty of Rs 2000 per day shall be imposed on the contractor beyond stipulated period. Railway may at its discretion to rectify the defects after 6 days and recover expenses from the contractor's Security Deposit/running bills.
- 10.5 Item shall be replaced free of cost on repeated failures, if the frequency of failures exceeds four times in three-month period at any time after installation of that item. If the contractor does not comply for replacement of such defective items within 10 days within zone and 15 days' outside zone from the date of notifying by the Railway, the Railway may at its discretion to replace the defective item and recover expenses from the contractor's Security Deposit.
- 10.6 The performance of each item provided in coaches shall be monitored by concerned Railway maintenance engineer of on regular basis, which shall be recorded and in case of faulty workmanship or defective material on the part of the contractor are found during the warranty period of respective items, the same shall be rectified/replaced by the contractor at his own cost besides a penalty as specified in penalty clause. For the purpose of tracking of such items fitted by the contractor so as to check warranty claim, a system viz. permanent marking with date of fitment on fittings or display/availability of list of item fitted with date should be available.
- 10.7 Damage to the coach interiors which was installed by the contractor, due to arson, looting, vandalism, natural calamities, accidents and terrorism shall not fall under warranty.
- 10.8 Any penalty imposed against warranty shall be either deposited by the contractor in Railway earning or can be recovered from their security deposit as and when deemed fit by Railway.
- 10.9 Contractor shall provide Preventive Maintenance during warranty period. During the warranty period, the contractor shall carry out **preventive maintenance** at intervals not exceeding 03 months, as per OEM guidelines. This shall include inspection, calibration, software updates and replacement of defective parts, free of cost.
- 10.10 Non-compliance may lead to **warranty extension** at the purchaser's discretion. All costs related to preventive maintenance during the warranty period shall be borne by the contractor.

11. CAMC of IP based Video Surveillance System (VSS) in coaches:

11.1 The Comprehensive Annual Maintenance Contract (CAMC) against the subject contract shall be governed in general as per the Document No. CLW/ELDO/AMC/VSS/01 Rev '0' issued on 11.04.2025.

11.2 During the maintenance period after completion of the warranty period, the Contractor shall be paid for its maintenance obligations per year as follows: **"5% (Five percent) of the basic rate with applicable taxes from the date of completion of Warranty Period till completion of Maintenance Period."** Basic Rate means the rate mentioned in the

Purchase Order against which the IP- Based Video Surveillance System was supplied.

- 11.3** The above amount for performing maintenance obligations shall be inclusive of all taxes. The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising from variations in WPI, to be determined in accordance with the contract provisions.

Price Adjustment for Maintenance of Project

Lump sum payment for Maintenance shall be adjusted quarterly for changes in rates and prices of various inputs according to the formula below:

$$V = P \times (W_i - W_o) / W_o$$

Where:

- V = Increase or decrease in the quarterly lump sum payment
- P = Quarterly lump sum payment due to the Contractor after any reduction for noncompliance with Maintenance Requirements
- W_o = Wholesale Price Index (all commodities) for the month of the Base Date
- W_i = Wholesale Price Index (all commodities) for the first day of the quarter under consideration

- 11.4** The CAMC shall be separately awarded by the respective Divisions / Coaching Depots as per their individual requirement.

- 11.5** The terms mentioned in the Documents No. CLW/ELDO/AMC/VSS/01 Rev '0' may be read as under for the CAMC to be carried out in the Coaches:

- i. CLW / BLW / PLW to be read as CR
- ii. Electric / Diesel Locomotives to be read as Coaches
- iii. Loco Sheds to be read as Workshops / Coaching Depots
- iv. Sr. DEE to be read as Concerned JS/SS/JAG officer
- v. Senior Divisional Finance Manager to be read as the Finance Officer

- 11.6** The following Paras in the Documents No. CLW/ELDO/AMC/VSS/01 Rev '0' shall not be applicable in the CAMC to be carried out in the Coaches:

- i. 6.2.1
- ii. 11.1.2
- iii. 11.2
- iv. 11.3
- v. 25.2

- 11.7** In case of any dispute regarding the interpretation of the terms used in the Document No. CLW/ELDO/AMC/VSS/01 Rev '0', the decision of the Railways shall be final.

MONITORING PROFORMA

Coach No. & Type		No. & Type of Toilets	
Date of handing over of Coach		Date of completion	
Delay, if any (days)		Delay on a/c of Rly. or Contractor	
Delay Penal Amount (Rs.)		Other Penal Amount (Rs.)	

S. No.	Item of work (As per scope of work)	Unit	Work/ quantity attended	Material used as per Required specs & Inspection certificate checked	Satisfactory /Not satisfactory

Sign of Contractor's Representative	Sign of Railway Engineer
Counter-Sign By Gazetted Officer	

Format of Certificate

(To be submitted by Contractor with every bill)

Contract/LOA No.:

Name of the firm:

Name of the work:

Bill period:

I/we hereby declare that: -

1. I/We have paid salary to all laborers engaged in this contract, confirming to prevailing minimum wages of this bill period as notified by central government.
2. I/We have paid EPF, ESIC, and ECS to concerned departments of all laborers.
3. I/We are aware of all terms and conditions of contract agreement and all are binding on me.
4. I/We have paid all duties, taxes and levies to concerned departments of government of India.
5. All the information furnished with bill of this particular period is true.
6. I have uploaded the correct details of contract laborers 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.

I/We undertake that all the information furnished above is true and correct. If, any of the information found fails at any stage, Railway administration /government of India is free to take any action against me/us as per extent rules/norms.

Procedure for Billing:

1. The contractor shall prepare Annexure R, which must be certified and signed by the Site-in-Charge.
2. The contractor shall raise the Tax Invoice bill (with proper description, HSN/SAC code, Qty., Rate & taxes as per LOA) based on the work certified by the Site-in-Charge on Annexure 1.
3. The contractor must submit all relevant documents as per the checklist given below and any other relevant paper or reference pertaining to contract to the site in charge.
4. Based on Annexure 1, the Site-in-Charge shall fill out the Measurement Book (MB) and jointly sign it with the contractor (authorized person of the firm). Additionally, a 20% check shall be done by the Representative of Engineer-in-Charge or Engineer-in-Charge.
5. The Site-in-Charge shall prepare the penalty certificate. This certificate shall contain: Name of firm (with full address), LOA/Agreement No. (with issued date), Name of work (with ordered quantity), Quantity executed (in billing period), Penalty details (in terms of each clause of LOA/agreement and total penalty for billing period), which must then be signed by the Site-in-Charge, the Contractor, and the Representative of Engineer-in-Charge or Engineer-in-Charge.
6. The Site-in-Charge shall submit the Measurement Book (MB), Annexure 1, Tax Invoice bill, Penalty certificate and all relevant documents as per the checklist to the Estimate Cell.
7. Any document/evidence/record keeping register/attendance register etc. shall be given by the site-incharge to estimate cell as and when it is required for passing the bill.
8. Upon receiving the bill along with all the documents, the Estimate Cell shall prepare the railway format bill and the finance portion in the MB.
9. Once the Railway format bill is prepared, both the Railway format bill and the finance portion in the Measurement Book (MB) must be signed by the Bill Preparing Authority, the Contractor and the Bill Passing Authority i.e. CWM/MTN, or any other officer nominated by CWM/MTN. After obtaining all the required signatures, the documents shall be forwarded to the Accounts Office with the details duly uploaded on IPAS.

Checklist to be submitted by contractor along with Bill:

Sr. No.	Documents to be submitted for billing	Yes/No	Ref No. Page
1	Tax Invoice bill		
2	Receipt of GST/Tax payment details (B2B)		
3	Annexure-1		
4	Annexure-2		
5	Wage payment details (Wage Report Card) generated from the Indian Railways Shramik Kalyan Portal		
6	Bank statement (for confirmation of payment made to labour employed by contractor shall be submitted which should be matched with wage payment details).		
7	Electronic Challan Cum Return (ECR) generated challan form the EPFO website		
8	Online challan status (monthly contribution history) from the ESIC		
9	Copy of LOA, extension letter, variation letter, and permission letters		
10	Challan/material inspection sheet/register recording measurement		
11	Bank mandate form/canceled cheque, copy of PAN card, turnover declaration, and GST registration certificate (to be submitted with the first bill only)		

TENDER SPECIFIC AUTHORISATION CERTIFICATE
(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

Date:

Tender No.:

To:

Chief Workshop Manager
Matunga Carriage Workshop,
Central Railway
Matunga, Mumbai – 400019

We, M/s [OEM Name], a company incorporated under the laws of [Country/State] and having its registered office at [Registered Address], duly represented by the undersigned authorized signatory, do hereby authorize: M/s [Name of Bidder / System Integrator / Authorized Representative],----- having its office at [Bidder's Address], to participate in the above-mentioned tender for the following items:

1. CCTV Camera – Make & Model: -----
2. MNVR (Mobile Network Video Recorder) – Make & Model: -----
3. Additional details, if any.

This authorization is **specific to the above-mentioned tender only** and is issued with the following undertakings:

1. We confirm that we, M/s [OEM Name], are the **Original Equipment Manufacturer (OEM)** of the above products.
2. We confirm that the products offered meet the **RDSO Specification No. RDSO/SPN/TC/106/2025, Version 3.1** and the respective **STQC approvals for Camera and MNVR software** have been obtained and valid as of the tender opening date. Copies of STQC approvals are attached herewith.
3. We assure that full support, spares, and service shall be provided by us for the entire duration of warranty and post-warranty **CAMC (Comprehensive Annual Maintenance Contract)** period as required by the tender terms.

This certificate is issued in compliance with the conditions stipulated in the tender document and shall be valid only for the specific tender mentioned above.

For and on behalf of M/s [OEM Name]
(Original Equipment Manufacturer)

(Signature)

[Name of Authorized Signatory].

Designation:

Email:

Phone Number:

Company Seal/Stamp

Notarization

(Notarization from a Notary Public)

AFFIDAVIT

(On Non-Judicial Stamp Paper of ₹100 and should be notarized)

I, [Name of Deponent], S/o/D/o/W/o [Father's/Mother's/Husband's Name], aged about [Age] years, resident of [Full Residential Address], being duly authorised by [Name of OEM Company] through [mention mode of authorization: Board Resolution / Power of Attorney / Proprietor's Declaration etc], do hereby solemnly affirm and declare as under:

1. That I am the [Designation] of [Name of OEM Company], having its registered office at [Full Address], and I am competent and authorised to depose this affidavit on behalf of the company.
2. That [Name of OEM Company] is the Original Equipment Manufacturer (OEM) of the Video Surveillance System (VSS) devices and/or sub-components proposed to be supplied by [Name of Contractor] for [Project Name or Tender No.].
3. That we hereby undertake to provide all necessary support for **Comprehensive Annual Maintenance Contract (CAMC)** and post-warranty maintenance services for the said VSS devices and/or sub-components for a period of **five (5) years** after the expiry of the standard warranty period.
4. That this undertaking is irrevocable and binding on us, and shall be honored in the event of award of the contract to the said contractor.
5. That we understand and agree that non-fulfillment of the above commitment on our part shall invite legal and contractual consequences.
6. That the contents of this affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.

DEPONENT

(Signature)

[Name of Deponent]

[Designation]

[OEM Company Name]



VERIFICATION

Verified at [City], on this [Date] Day of [Month], [Year], that the contents of the above affidavit are true and correct to my personal knowledge and belief.

NOTARY

(Signature with Stamp)

OFFER SHEET

PLEASE NOTE –

**DO NOT MENTION OR SUBMIT ANY OFFER IN THIS OFFER SHEET.
THIS OFFER SHEET IS FOR ILLUSTRATION/GUIDANCE PURPOSE ONLY &
BIIDERS ARE TO SUBMIT THE ONLINE BID/OFFER ON IREPS ONLY.**

Tender No.: RR/PR/WC/2083/25-26/53

Name of work: Installation of IP based Video Surveillance system in ICF (AC, NAC & GS) Coaches.

Sr. No	Description	Unit	Qty	Unit Rate Inclusive of all taxes	Cost for 966 coaches (INR)
Schedule A: ICF coaches in which 04 nos. of camera to installed as per RDSO Specification no. RDSO/SPN/TC/106 /2025, Version 3.1, effective from 04.06.2025, or Latest.					
1	Supply of Full HD Fixed Dome/Wedge type IP Color Camera	nos.	3864	₹ 17,700.00	₹ 6,83,92,800.00
2	Supply of 8 Channel Mobile Network Video Recorder including Antennas	nos.	966	₹ 3,54,000.00	₹ 34,19,64,000.00
3	Supply of Video Management Software	nos.	966	₹ 10,620.00	₹ 1,02,58,920.00
4	Supply of Metal Enclosure for Camera	nos.	3864	₹ 767.00	₹ 29,63,688.00
5	Supply of Metal Enclosure for NVR	nos.	966	₹ 11,658.40	₹ 1,12,62,014.40
6	Supply of Panic Button and Hooter	nos.	1932	₹ 1,947.00	₹ 37,61,604.00
7	Installation, Testing & commissioning including supply of cable, connectors etc. & other miscellaneous items required to meet all functional and technical requirements for the successful completion of the project	Coach Set	966	₹ 76,700.00	₹ 7,40,92,200.00
Total Cost of Schedule A					₹ 51,26,95,226.40
Schedule B: ICF coaches in which 06 nos. of camera to installed as per RDSO Specification no. RDSO/SPN/TC/ 106 /2025, Version 3.1, effective from 04.06.2025, or Latest.					
Sr. No	Description	Unit	Qty	Unit Rate Inclusive of all taxes	Cost for 660 coaches
1	Supply of Full HD Fixed Dome/Wedge type IP Colour Camera	nos.	3960	₹ 17,700.00	₹ 7,00,92,000.00
2	Supply of 8 Channel Mobile Network Video Recorder including Antennas	nos.	660	₹ 3,54,000.00	₹ 23,36,40,000.00
3	Supply of Video Management Software	nos.	660	₹ 10,620.00	₹ 70,09,200.00
4	Supply of Metal Enclosure for Camera	nos.	3960	₹ 767.00	₹ 30,37,320.00
5	Supply of Metal Enclosure for NVR	nos.	660	₹ 11,658.40	₹ 76,94,544.00
6	Supply of Panic Button and Hooter	nos.	1320	₹ 1,947.00	₹ 25,70,040.00

आरआर/पीआर/डब्लूसी/2083/25-26/53
RR/PR/WC/2083/25-26/53

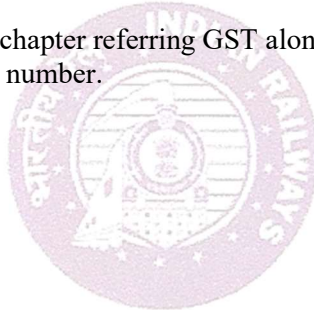
7	Installation, Testing & commissioning including supply of cable, connectors etc Miscellaneous items required to meet all functional and technical requirements for the successful completion of the project	Coach Set	660	₹ 76,700.00	₹ 5,06,22,000.00
Total of Schedule B					₹ 37,46,65,104.00
Schedules C: -Supply of Hand-Held Terminal as per the RDSO specification no. RDSO/SPN/TC/106/2025, Version 3.1, effective from 04.06.2025.					
1	Supply of Hand-Held Terminal	nos.	33	₹ 70,682.00	₹ 23,32,506.00
Total of Schedule C					₹ 23,32,506.00
Total (Sch. A+ Sch. B + Sch. C)					₹ 88,96,92,836.40

Scheduled of work is as per scope of work attached herewith.

I/We agree to carry out the above work with item wise percentage **Above/ Below/ At Par (SUBMITTED ON IREPS)** with the estimated rated by Railways shown above.

NOTE:

1. Schedule of work is as per scope of work attached to the Tender document.
2. **Rates should be quoted inclusive of all taxes, Provident Fund, ESIC contribution, other applicable labour laws provisions etc.**
3. The tenderer has to quote the relevant chapter referring GST along with the rate of GST both State and Center clearly with GSTN registration number.



Signature of tenderer
Stamp and seal
Date

Note for Guidance:

- 1) It is certified that I/We have inspected the site of work & acquainted myself/ourselves with local conditions.
- 2) I/We undertake to keep this offer valid for **60 days (in case of two packet system of tendering 90 days)** from the date of opening of tender and further not to revoke the same before the expiry of such period.
- 3) Tenderer(s) should quote the rate inclusive of all applicable taxes and levies etc.

The contractor who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

In case, the contractor is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his / their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

Contractor shall pass on the benefit due to reduction in rate of tax or from input tax credit to Railways by way of commensurate reduction in prices.

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 of Standard GCC, 2022 or latest 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.

- 4) Any overwriting / correction have to be attested / countersigned by the tenderer(s).
- 5) The above work will be subject to the General Conditions of Contract in force on Central Railway in addition to the Special terms and conditions as laid down below.

I / We hereby agree to carry out the work at the rates quoted by me/us duly accepted by Railway and abide by the special terms and conditions as laid down herein above.

Contractor's Signature and Stamp.

Please note: This Annexure is only for the information of tenderer. The tenderer has to offer his rates in the format of e-tender module on website www.ireps.gov.in duly noting down the conditions and instructions in this section. The tenderer should not submit the offered rates on this page.



SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra laborer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.

The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

5. Before any demolition work is commenced and also during the process of the work.
6. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
7. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
8. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment 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 and the contractor should take adequate steps to ensure proper use of equipment by these concerned.

- (a) Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.

10. These engaged in white washing and mixing or attacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
11. Those engaged in welding works shall be provided with welder's protective eye sight lids.
12. Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
13. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
14. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
15. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:

These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
16. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
17. In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
18. In case of departmental machine the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.

19. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
20. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
21. **Precautions while working in the vicinity of track: -**
 - (a) When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to programme his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
 - (b) In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure, for which the cost shall be recoverable from the contractor/s on the basis of the expenditure incurred by the Railways enhanced by 12 1/2 The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account.
22. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.
23. Electricity, if required at work site, shall have to be arranged by the contractor at his own cost only.
24. The contractor themselves will have to issue identity cards to their laborers & supervisors who are nominated for the work, indicating contract no. place of work etc.
25. Scope of work includes submission of completion drawings for the work made out on Auto CAD package in three copies along with polyester film and floppy disk. For this no extra payment shall be made unless otherwise specified elsewhere in this document.

Sub: Safety Instruction No. 25 - Safety precautions to be taken by contract labour working in Carriage Workshop, Matunga.

With a view to enhance the safety culture in this workshop with regard to working of contract labour, the following safety instructions are issued:

1. The contractor shall take full responsibility for health and safety of his labour within the shop premises. Accordingly the contractor shall make necessary arrangements for personal protective equipments, first aid boxes, safety training, etc. for the contract labour in the work being undertaken as per the contract.
2. The contractor shall ensure that all his contract labour is issued with Entry Permit Cards (EPC) which shall be available with them within the shop premises. The EPC should have the following information
 - a) Serial Number
 - b) Signature of SPO/APO & SIPF (RPF) MTN
3. The contractor shall submit details of contract labour/supervisor viz Name, age, addresses for each serial number of EPC to the coordinating supervisor. In case of change of contract labour, changes against the EPC numbers should be advised on a daily basis.
4. The contractor shall ensure presence of minimum one supervisor to supervise the contract labour working for the contractor and he should be provided with a cell phone for ease of communication. The cell phone number must be informed to the coordinating shop incharge.
5. The contractor shall not employ any person below the age of 18 years. No woman shall be allowed to work between 6 PM to 7 AM.
6. The contractor must obtain necessary work permit from the coordinating shop incharge before starting the work. The application for work permit as per format C1 should be submitted preferably three days in advance of the starting of the work and must indicate the following details:
 - a) Names of contract labour along with supervisors. In case of change of contract labour in between, the contractor shall send advice of the changes as per format C2 to the coordinating shop incharge.
 - b) Period for which work permit required.
 - c) Details of Electrical equipments, inflammable substances to be stored if any and the steps planned for fire prevention.
7. The coordinating Shop incharge shall on verification of the details issue a work permit as per format C3 for a period to be specified on the work permit. Upon expiry of the work permit, fresh application should be made by the contractor for extension of the work permit. The work permit shall be made in 4 copies to be distributed as under :

Copy 1 - To the Contractor
Copy 2 - As Office copy.
Copy 3 - Concerned Shop Incharge
Copy 4 - Safety Cell
8. The personal protective equipments supplied to the contract labour should conform to the required specifications.
9. The contractor shall ensure proper housekeeping at all his work places. Unwanted material shall be disposed off/removed from the workshop at the earliest. Spillage of oil/grease/water is to be minimized.
10. The contractor shall take proper care in storing inflammable substances to avoid any case of fire.
11. For all Electrical works, the contractor shall ensure that only trained and competent persons are employed to work on the Electrical work/installations.

12. The contractor shall comply with all safety instructions issued on the relevant type of activities in Matunga workshop from time to time. More specifically, the contract labour and their supervisor must use the PPEs during the activities as given in Annexure C4.
13. The contractor shall follow all the statutory Acts pertaining to the work contracted out to him viz. Factories Act & Rules, Explosive Act and Rules, Motor vehicle rules, Gas cylinder rules, LPG Rules, etc.
14. No contractor labour shall be allowed to work beyond normal working hours i.e. 7.00 hrs. to 15.45 hrs. unless –
 - (a) Specific permission for working beyond working hours is given by Dy. CME®. The contractor has to apply through co-ordinating Incharge to Dy.CME®.
 - (b) The co-ordinating shop incharge ensure supervision of work beyond working hours by himself or his nominated staff.
 - (c) The permission for working beyond working hours in case of working at height i.e. Roof at Industrial shed, EOT cranes, Electric towers should normally be given . upto 18.00 hrs. only, provided that contractor has obtained work permit for working at height.
15. In case of any difficulties in following the above safety instructions, the contractor shall apply for exemption from Dy.CME (R) (Factory Manager) through the co-ordinating Shop-In-charge.

Encl: As above.



Sd/-
CWM/MTN

Format C 1 to CWM/MTN's L.No.E2/Safety/SI dt.22. 09.2004

Carriage Workshop, Matunga
Central Railway, Mumbai.

Application for work & safety permit to work in Carriage Workshop, Matunga.

(To be filled in duplicate for contract labour)

A) The following contract labour listed in para E are to be deputed to work in Carriage Workshop, Matunga for the under mentioned work as per the details given below:-

1) Nature of work: _____

2) Location/Place of work: _____

3) Date & Time of commencement of work: _____

4) Permission period: _____

B) These workmen/Contract labour have been issued the following safety equipments
(Tick the items provided)

1) Helmet

2) Safety shoes/Gum boots

3) Safety harness

4) Face Nose mask/Dust mask.

5) Ear plug

6) Safety goggles

7) Crawling Board

8) Safety net (where required)

C) All the work men/Contract labour have been instructed about the nature of work and the proper use of safety equipments for their safety. Proper use of safety equipments shall be checked from time to time.

D) The working area shall be cordoned by suitable safety signs, displayed as instructed to us. Acknowledgement by the Contract labour

E) We have understood the work deputed to us and we shall make use of the safety equipments provided to us (as above) in the interest of our own safety.

S.No.	Name	Signature

(Note: Attach separate sheet, if required)

It is requested that safety permit for these workmen/labour may kindly be issued so as to enable deputing these staff to perform the above work.

Date:

Name & Signature of Contractor's supervisor
(with stamp)

Copy 1 - to the coordinating shop incharge

Copy 2 - for the contractor.

Format C 2 to CWM/MTN's L.No.E2/Safety/SI dt.22.09.2004

**Carriage Workshop, Matunga
Central Railway, Mumbai.**

Format for advising change of Name of contractor labour

1. Name of work
2. The following contract labour listed in Annexure C1 of work permit are changed/replaced as under:
3. The new contract labour have been provided with necessary PPEs and have been instructed for their proper use.

S.No.	Name of earlier contract labour	Name of new contract labour	Signature

Name & Signature of Contractor's supervisor
(with stamp)

Copy 1- to the coordinating Shop Incharge
Copy 2 - for the contractor

Format C 3 to CWMIMTN's L.No.E2/Safety/SI dt.22.09.2004

Carriage Workshop, Matunga
Central Railway, Mumbai.

Work & Safety Permit

(To be filled in duplicate for contract labour)
(To be filled in by the Authority Competent to issue work permit)

I have examined the worksite and I find it safe to work. To the best of my knowledge, the under mentioned contract labour have been provided with the minimum required safety equipments to work safely inside the workshops.

Work permit issued from _____ (date) to _____ (date) & Time.

1) Work details & work site

2) Name of supervisor

3) Name of contract labour



Date:

Signature of permit issuing Authority.
(Signature, Name, Designation & Stamp)

(Copy 1- for Contractor
2 - Office copy
3 - for concerned shop incharge
4 - Workshop Safety Officer

Annexure C4 to CWM/MTN's L.No. E2/Safety/SI dt. 22.09.04

CARRIAGE WORKSHOP, MATUNGA
CENTRAL RAILWAY, MUMBAI

Details of PPEs for different activities undertaken by contract labour in MTN shops

- a) RCC blasting/breakage : Helmet, Dust masks, Ear muffs, Safety shoes, Safety goggle.
- b) Handling of Waste products : Helmet, Safety shoes, Dust mask.
- c) Handling of ferrous scrap : Helmet, Safety goggles, Hand gloves, Safety shoes
- d) General maintenance & upkeep : Helmet, Safety shoes, Dust mask
Of shop premises.
- e) Pitline maintenance : Helmet, Dust mask.
- f) Working on Industrial shed : Helmet, Safety harness, Crawling board, Roof ladder, Safety shoe, Safety net (where considered necessary)
- g) Climbing up / getting down from Height. : Helmet, Safety harness (for heights above 3 metres)
- h) Tower (Electrical) : Helmet, Safety harness
- i) Working on scaffolders for building Work, plastering, painting etc. : Helmet, Safety harness
- j) Mixing cement, sand, lime, Asphalt Dust mask. : Helmet, Safety goggle, Safety shoe,
- k) Excavation : Safety shoes, Helmet
- l) Welding/cutting operation : Welding safety goggle, Safety screen, Safety shoes, Helmet, Nose mask.
- m) Electric work : Rubber hand gloves, Shockproof safety shoes, Discharge rod.
- n) Dusting by compressed air : Dust mask, safety goggles
- o) LPG Testing on Pantry Car : Chemical Nose mask
- Note: All PPE's should have ISI mark with required specification and should be certified/tested from recognised institutions.

Sub: - Safety Instructions No 25- Amendment 25.1- Safely precautions to be taken by contract labour working in carriage workshop, Matunga.

Para 2 of the Safety Instructions No 25 is replaced as under:

2. The contractor shall ensure that all his contract labour is issued with Entry Permit Cards(EPC) which shall be available with them within the shop premises. The EPC should have the following information
 - a) Serial Number
 - b) Signature of AWM(G) & IPF(RPF)/MTN

It is also suggested that coordinating shop in-charge should take acknowledgement from contractor/contractor's supervisor ill token of their having read & understood the safety instructions.

Sd/-
CWM/MTN.



CENTRAL RAILWAY

CWM's Office,
Matunga,
Mumbai - 19

No.E2/Safety/S.I.

Dt. 04.12.06

Safety Instruction No. 32

Sub: Issue of proper entry permit card to contractor's labourers

Various works of Engineering, Mechanical, Elect.(G) and Elect. (EMU) deptt. are presently going on in the MTN workshop. The works are being carried out by engaging labourers by outside firms. It is observed that the identity card produced by the contractor's labourers are found without important information like age, complete address etc.

Safety point of view, it is necessary to have proper permit card issued by the workshop with contractor's labour. The following procedure, therefore, should be adopted ;

1. The contractor shall obtain permission of work from the Officer- in-Charge of the concerned department. After obtaining permission, contractor will apply for permit card to Officer of the concerned department for his labourers by submitting photo-identity cards of the labourer duly signed by contractor and official (supervisor) of work monitoring deptt and submitting Vital details like no. of labourers to be engaged , name, age, full address of the labourers and probable date of completion of work.
2. The application for permit card shall be duly forwarded by the Officer of the concerned department to Safety Cell for verification.
3. After clearance from Safety Cell, Custodian will issue numbered permit cards duly signed by AWM/MTN and custodian will keep record thereof.
4. The validity of permit card shall be for not more than 3 months. If work continues, subsequent renewal shall be for one month. After completion of work, contractor shall deposit issued permit cards to the Custodian. Permit card is not transferable.
5. The Officer of the concerned department should ensure that the contractor should not deploy any person below the age of 18 yrs. and no woman should be allowed to work between 6 p.m. to 7 a.m.
6. The contractor's labourer/supervisor will have to show company Identity Card and workshop permit card both to RPF.
7. Contractor should ensure that their labourer shall possess both identity card and permit card during work inside the workshop.

Any contractor's labourer found without proper identification shall be treated as trespasser and shall be liable for penalty/prosecution.

Sd/-
Dy.CME (R)/MTN

C/- CWM - for inf. please

C/- All Officers Mech., Elect. (G), EMU Stores, Accounts, Medical& Personnel - for inf. & n/a

C/- Dy.CE (C)/DR & JNJ

C/- DEN (HQ)/DR, BY, etc. - for inf & n/a

C/- All SSEs Mech.,Elect. (G) &EMU

C/- SE (Wks) /MTN - for inf & n/a

51-40

Central Railway

CWM'S OFFICE
Carriage Workshop,
Matunga, Mumbai-400019.

No. E2/Safety/Dy.CME Notes

Date : 01.12.2010

All Officers Mech, Elect. (G) & EMU (Elect.) MTN.
All Shop In-charges Mech, Elect (G), EMU (Elect). MTN
SSE Works (IOW) MTN.

Sub. Violation of 'Safety Norms' by contractor labourers working in
Carriage Workshop, Matunga.

In Carriage Workshop Matunga various works of Engg. , Mechanical, Elect. (G)
& EMU (Elect.) are being carried out by contractors , engaging labourers.

However, it is observed that, particularly while working at height the contractor
labourers are violating the safety norms / guideline issued by this Workshop and this is
resulting in cases of incidents / accident of serious nature viz. fall of north light glass,
fall of nut - bolts/ tool from overhead EOT Crane / Shed etc. which is having a potential
to cause serious injuries.

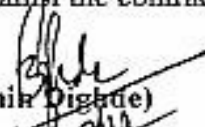
To avoid these undesirable incidents at work place following safety guidelines are
issued.

- 1) At the time of awarding the contract respective SSE Work cell Mech., Elect. &
EMU shall issue the copy of Safety Instruction No.25 i.e. Safety Precautions to be
taken by contract labour working in carriage workshop, Matunga.
- 2) The contractor must obtain necessary work to permit from coordinating shop in-
charge before commencing the work.
- 3) The contractor shall also obtain Identity Card for his labourers from co-ordinating
shop In-charge MTN.
- 4) The validity of Identity card should not more than 3 months. Concerned shop In-
charge shall maintain record of I- card issued to contractor labourers.

ST. 40

(9)

- 5) The Contractor shall provide personnel protective equipment like safety helmet, safety belt, safety goggle etc. according to nature of work to his labourers, & ensure that these are worn by his staff.
- 6) The work permit shall be issued by concerned shop In-charge & copy of the same shall be submitted to safety cell & the shop where the work is to be carried out. Work Permit must contain location of work, name of firm, nature of work, name of Rly Supervisor and contractor supervisor along with Cell No. of Contractor/Supervisor etc. Working at height shall be allowed in presence of Rly Supervisor only.
- 7) The work place shall be cordon off by the barricade or barricade tape. The Contractor shall display caution/ warning boards viz. DANGER, MEN WORKING / NO ENTRY / WORK IN PROGRESS etc, and shall depute supervisor to restrict the entry of workshop & other staff.
- 8) In case of Engg/ Construction Works awarded by HQ, Dadar, Jainagar etc. prior permission from Dy.CME (R) MTN, shall be taken before commencing work. All concerned SSE's shall submit the copy of work permit to safety cell. Supervisor nominated by respective Dept. i.e. Mech, Elect, EMU shall co-ordinate with Engg. Dept. for follow up of safety norms.
- 9) SSE Works (IOW) MTN, SSE Work cell & Co-coordinating supervisor shall send list of works being carried out in MTN Workshop to safety cell every month.
- 10) If Contractor is found violating the Safety Norms/Precautions, the safety officer/ concerned AWM/ Shop In-charge (where the work is being carried out) are empowered to stop the contract work at any moment. Such violation of safety norms will be viewed seriously and action may be initiated against the contractor.


(Sachin Dighate)
DY. CME (R) MTN.

C/- CWM MTN for inf. pl
C/- Dy. CEE (C) Dadar/ JNJ
C/- Sr. DEN (Co) CSTM
C/- DEN (HQ)/ for inf. & n/a.

CWM's office
Carriage Workshop
Matunga
Date: 03/10/2022

No. E2/Safety/SI

CONTRACTOR

96

For Dy. Chief Mechanical Engineer-III/MTN

Dy CME (III)/MTN

Sub: Safety Precautions while working at height in the premises in the various project work

Ref: Directorate of industrial safety and health govt. of Maharashtra circular
No;- 15/2020 dated 08/06/2020 under L. No-DISH/Insp/3057-69/7A

The Matunga workshop is carrying out the maintenance activities like removal of leakage, changing broken A.C. sheets, damage pre-coated sheets and other engineering activities which involves workers to work on height. With a view to avoid accidents arising out of the work at height, the following precautionary / preventive measures for workers working at height in the premises are required to be applied, which was issued by DISH (directorate of industrial safety & health) Government of Maharashtra as precautionary measure for work on height during pre-monsoon and monsoon season quoted under reference.

- a) Work at height shall be carried out by experienced person only.
- b) Suitable safety harness, full body harness shall be provided to the worker working at height or on fragile roof that prevent the wearer from falling from a height. The harness allows the user to attach themselves to a stationary object. By wearing the belt or harness the risk of injury from a fall is greatly reduced.
- c) Harness shall be connected to lifeline provided over the roofing or fixed structure to prevent the fall of worker.
- d) Lanyards need to be properly selected depending on the height of work.
- e) Fixed crawl boards and roof ladders shall be provided for working on fragile roofing.
- f) Where there is a risk of a fall from or through the structure of a roof and there are no other means to prevent a fall, temporary edge protection (Railing) and/or scaffolding should be installed.
- g) Perimeter or edge protection should be installed on all the exposed edges of a roof which include the perimeters of buildings, the perimeters of skylights or other fragile roof materials, and any openings in the floor or roof.
- h) Isolate the area below roof work wherever there is any danger of people being struck by falling material, debris, tools, and/or material from adjacent cranes or structures.
- i) Wherever possible safety nets shall be provided below the area of work at height such as fragile roof. Safety nets act as a collective fall arrest system, that is, they provide passive protection from falls while allowing people to work at height without restricting their movement.
- j) Work Permit System shall be strictly followed.
- k) Risk assessment shall be done before commencement for work at height, and necessary safety precautions shall be adopted.
- l) The tender should ensure that the person employed for 'Work on height' should be trained to work on height and medically fit.
- m) M.S. net to be provided beneath all transparent Poly Carbonate sheet.
- n) Vertical fall arrestor system to be provided to the Ladders for going on roof.
- o) Work permit to be strictly followed & complied for working on roof shed.
- p) Provision of life line system on roof for anchoring the safety harness during working on roof.
- q) This work should be carried under supervision of experienced person & only experienced staff should be allowed to work on roof.

THE DO'S & DON'TS FOR WORKING AT HEIGHT -

Do's -

- DO as much work as you can while you are on the ground.
- DO make sure that the employees can safely move to and from the area where they are working at height.
- DO ensure that the equipment that you're using for the job is strong, stable and suitable enough to get the job done. Inspect and maintain them regularly.
- DO be careful when you are working near to a fragile surface.
- DO ensure that you are protected from falling objects.

- DO make preparations for emergency evacuations and rescues.

Don't -

- DON'T overload the ladders that they are working on, with equipment or materials.
- DON'T try to reach too far when you're on a ladder or stepladder.
- DON'T use ladders or stepladders to do work that entail heavy or strenuous tasks.
Only use them to do work that's quick and light.
- DON'T allow incompetent workers do any work at height.
- DON'T lean or place the ladder on or fragile upper surfaces.
- DON'T stay quiet when you feel someone is compromising their own safety or the Safety of others.

Do's & Don't to be displayed at site-

Moreover it is advised to all concerned authority that the condition mentioned above should be apply in all existing as well as future upcoming contracts having work involve as mentioned above. Hence it is advised to include the above instruction while preparing the tender booklet in all future contracts for the nature of work mentioned above. This statutory requirement to be compliance without fail.

Sd
(S. N. Shenoy)
Dy. CME (I)/Chief Safety officer

C/- CWM MTN for kind inf. Please.
C/-All Officers Mech, Elect (G) ,Elec.(EMU) , Stores & XEN
C/-SSE(Works) for inf. and n/a.
C/-SSE(P&W) for inf. and n/a.
C/-SSE(Work Cell) for inf and n/a.



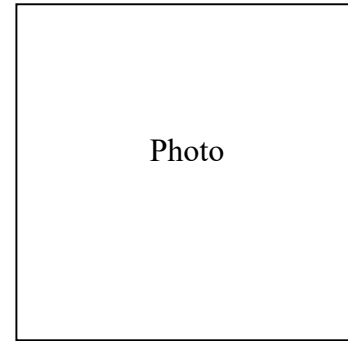
IDENTITY CARD FOR CONTRACTOR LABOURER
CARRIAGE WORKSHOP, MATUNGA

IDENTITY CARD NO.....

DATE OF ISSUE

CONTRACT AGREEMENT NO.:

NAME OF THE CONTRACTOR :
& ADDRESS



Photo

Signature of Contractor
on the photograph &
seal

PARTICULARS OF EMPLOYEE :

(I) SR. NO.

(II) NAME OF THE ESTABLISHMENT:

(II) NAME OF THE EMPLOYEE
:

(III) ADDRESS

(IV) AGE

(V) SEX

(VI) DATE OF ENTRY IN SERVICE

(VII) DESIGNATION/NATURE OF WORK:
:

(VII) DEPARTMENT

Validity date of Identity Card:

Countersigned of the concerned
Sr. Supervisor of Railway

Signature of Employee

Format- C6

APPLICATION FOR ISSUE OF ENTRY PERMIT TO CONTRACTOR'S STAFF

Date: _____

From:

To:

CWM/MTN

Sub: Issue of entry / exit permit.

Ref: Contr. Agreement / Work Order No. _____

We have to carry out the (nature of work) _____

In side _____ shop at Matunga from _____ to _____. Necessary photo identity cards have been already issued to the employees by the Firm & also the addl. Photo is attested by the Firm. The copy of works permit duly filled is enclosed herewith.

You are requested to kindly issue the entry permit to the following staff.

S.No.	Name of contractor's staff	Designation	Age
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Signature with stamp
of the firm

Encl. as above

Tel. No. _____

Mob. No. _____

Under Taking by Contractor while taking Work Permit

CWM / Matunga

I undersigned owner / proprietor / partner of the firm _____
have been awarded the work contract of _____
at location _____ in Carriage Workshop Matunga from Dt.
_____ to Dt. _____. I will follow all the safety precaution / Norms as
mentioned in safety instruction No. 25 for the safety at workplace as well as safety of my contract labour.
I shall provide adequate personal protection equipments to my labour. The responsibility of any accident
/ mishap if occurred will lie with me.

Signature:

Name:

Designation:

Name & Stamp of the firm:

Date:



Under Taking by Work Permit issuing Authority while Renewal of Work Permit

CWM / Matunga

M/S. _____ has followed / not followed Safety precautions
for the _____ work located at
_____ in Carriage Workshop Matunga from Dt. _____ to Dt.
_____.

Signature:

Designation:

Name of Shop:

Date:

Safety Cell :

Dy. CME (R) :



Application for safety permit to work in Carriage Workshop, Matunga.

(To be filled in duplicate for contract labour)

A) The following contract labour listed in para D are to be deputed to work in Carriage Workshop, Matunga for the under mentioned work as per the details given below:-

B)

- 1) Nature of work: _____
- 2) Location/Place of work: _____
- 3) Date & Time of commencement of work: _____
- 4) Permission required upto : _____

C) These workmen / contract labour have been issued the following safety equipments :

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)

D) All the work men/Contract labour have been instructed about the nature of work and the proper use of safety equipments for their safety. Proper use of safety equipments shall be checked from time to time.

It is requested that safety permit for these workmen/labour may kindly be issued so as to enable deputing these staff to perform the above work.

Date:

Name & Signature of Contractor's supervisor
(with stamp)

Acknowledgement by the Workmen / Contract labour

We have understood the work deputed to us and we shall make use of the safety equipments provided to us (as above) in the interest of our own safety.

S.No.	Name	Designation	T. No. / Code No.	Signature

(Note: Attach separate sheet, if required)

CENTRAL RAILWAY-CARRIAGE WORKSHOP-MATUNGA-MUMBAI-400 019
ENTRY PERMIT FOR CONTRACTOR'S LABOURER. (Issued by Custodian MTN)

Sr.No. _____

Date: _____

The following Contractor's staff are permitted to enter the workshop premises for carry out the Work from _____ hrs. to _____ hrs. & VALID UP TO _____ excluding Sundays & Holidays.

Name of Establishment : _____

Address with : _____

Telephone/Mob. No. : _____

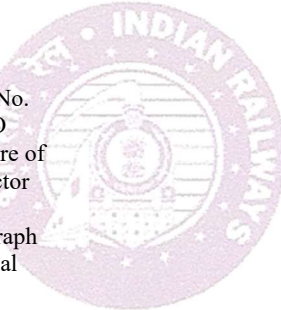
Tender No.& Nature of work : _____

Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal

Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal



Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal

Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal

Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal

Name

I/Card No.
PHOTO
Signature of
Contractor
On the
Photograph
With seal

Custodian / MTN

WSO / MTN

AWM (G) MTN

Note: Please return this entry/exit permit card to custodian after expiry of the validity date or after

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made on this _____ day of _____ 2022
Between the President of India acting through the Railway Administration herein after called the "Railway" of
the one part and _____ Hereinafter called the "Contractor" of the
other part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works _____
set forth in the schedule hereto annexed upon the General Conditions of contract corrected upto Printed/Advance
Correction Slip No _____ dated _____ 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 of the payments to be made
by the Railways, the Contractors will duly perform the said works in the schedule set forth
and shall execute the same with great promptness, care and accuracy in a workman like
manner to the satisfaction of the Railway and will complete the same 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, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of
this contract as if the same has 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 there of the
amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor _____

Designation _____ Rly.

(For President of India)

Address _____

Date _____

Date _____

Signature of contractor.

Signature of witnesses with address

1. _____

2. _____

PROFORMA

CENTRAL RAILWAY

(MECHANICAL DEPARTMENT)

DECLARATION FOR SITE VISIT

I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein.

I/We have quoted my/our rates for various items in the tender schedule taking into account all the above factors also.



Signature of Tenderer(s)

PROFORMA FOR TIME EXTENSION (After Contract Execution)

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)

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 17-B 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

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 3 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
India Witnesses

for and on behalf of the President of

ADDRESS: _____



MANDATE FORM FOR EFT/NEFT

a. PARTICULARS OF THE PARTY

1. NAME: _____
2. ADDRESS: _____
3. PHONE NO: _____ MOBILE _____ FAX _____
4. INCOME TAX PAN NO: _____ EMAIL ID: _____

2. PARTICULARS OF BANK ACCOUNT

- i) CITY: _____
- ii) BANK NAME: _____
- i) BRANCH: _____
- ii) BANK ADDRESS: _____
- iii) BANK TEL NO: _____ FAX NO _____
- iv) BANK MICR CODE (9 DIGIT): _____
- v) BANK IFS Code: _____
- vi) BANK ACCOUNT NO: _____
(Please enclose a cancelled blank cheque)
- vii) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT): _____

3. Certified that the particulars furnished with reference to Bank Account are correct and the Bank guarantees to honour all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the Bank

4. DECLARATION BY THE PARTY:

- i) I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the User institution i.e. FA & CAO/ Sr DFM/BB Central Railway, Mumbai will not be held responsible.

Date _____

Signature of the party with Stamp

FORMAT FOR BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

President of India,
Acting through office of the Chief Workshop Manager,
Carriage Workshop, Matunga, Mumbai 400 019,
Central Railway,
Beneficiary: WAO, Carriage Workshop, Matunga, Mumbai 400019, Central Railway
Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India (herein after called "the Government") having agreed to exempt _____ (hereinafter called "the said contractor (s)") from the demand, under the terms and conditions of an Agreement LOA No. **RR/PR/WC/_____ dated _____** made between M/s. _____ and **The CWM, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019** for _____ (*name of work*) (hereinafter called "the said Agreement") of performance guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of an irrevocable bank guarantee for ₹ _____ in words (Rupees _____ only) i.e. 5% of the contract value.

1. We, _____ (hereinafter referred to as "the Bank") (indicate name of the Bank) at the request of _____ (contractor (s)) do hereby undertake to pay to the Government an amount not exceeding ₹ _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We _____ (*Indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Government by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) supplier (s) in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We, _____ (*indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or **CWM, office of the Chief Workshop Manager, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400019** Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (*Indicate the name of the Bank*) further agree with the Government that the government shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).
7. We, the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
8. 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

9. 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.

_____ 20 ____.

Dated the _____ day of

For

Bank)

(Indicate the name of

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[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.

Clause 55-B to General Conditions of Contract: Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:

(Ref: Railway Board's letter no. 2012/CE-I/CT/O/22, dated 14.12.2012)

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, 1955; 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".

(The details of provisions of relevant Acts are as under.)

Employees' Provident Fund Scheme, 1952:

30. Payment of Contributions:

- i. The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by him directly or by or through a contractor, the contribution payable by such member (in this Scheme referred to as the member's contribution).
- ii. In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.
- iii. It shall be the responsibility of the principal employer to pay both the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also administrative charges.

(Explanation: For the purpose of this paragraph, the expression "administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix.)

36-B. Duties of Contractors:

Every contractor shall, within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the Scheme to the Commissioner.

Employees' Pension Scheme, 1955:

Para 3(1) : From and out of the contributions payable by the employer in each month under section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section (1) of section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27-A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 percent of the Employee's pay shall be remitted by the employer to the Employees' Pension fund within 15 days of the close of every month by a separate bank draft or cheque on account of the Employees' Pension Fund contribution in such a manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

Para 3(2) : The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and credit the contribution to the Employees' Pension Fund:

Provided that where the pay of the member exceeds Rs.6,500 (Rupees Six thousand and five hundred) per month, the contribution payable by the employer and the Central Government be limited to the amount payable on his pay of Rs.6,500 (Rupees Six thousand and five hundred) only.

Para 4: Payment of Contribution:

- (0) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by him directly or by or through a contractor.
- (1) It shall be the responsibility of the principal employer to pay the contributions payable to the Employees' Pension Fund by himself in respect of the employees in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

Employees' Deposit Linked Insurance Scheme, 1976:

Para 7: Contribution:

- (1) The contribution payable by the employer and the Central Government under sub-section (2) and sub-section (3) of section 6-C of the Act, shall be calculated on the basis of the basic wages, dearness allowance (including the cash value of any food concession). and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.

Provided that where the monthly pay of an employee exceeds six thousand five hundred rupees, the contribution payable in respect of him by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of six thousand five hundred rupee including dearness allowance, retaining allowance (if any) and cash value of food concession.

Para 8: Mode of Payment of Contribution:

- (1) The contribution by the employer shall be remitted by him together with administrative charges at such rate as the Central Government may fix from time to time under subsection 4 of Section 6-C of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such a manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.
- (2) It shall be the responsibility of the employer to pay the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

Annexure -1

Request letter from Executive branch to Accounts Office for opening of LC

Office of----
----Railway

No. _____

Dated _____

The PFA/ Sr.DFM/ Dy. FA
HQ/ Division/ Workshop/ Cost

Sub: Opening of LC
Ref: Supply Order/ Contract Agreement No. _____

It is requested to open a sight LC against the above referred Order/ Agreement in favour of _____ The details of beneficiary are as under:

- (i) Name of Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) Beneficiary bank details:
 - a) Bank name
 - b) Address
 - c) Account No.
 - d) IFSC code

It is certified that the supplier/ contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of _____

(xi) *Validity / Period for which LC is to be opened.*

(Signature)

Name: _____

Designation: _____

(Official Seal)

Prem Sagar
Redingh

Annexure-2

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: (i) Works Contract/ Supply Contract No. _____ Dated _____
(ii) Inland Letter of Credit No. _____ Dated _____

This document is issued against contract No.-----(FROM IREPS)----- dated-----for supply/ work of ---
(DESCRIPTION OF GOODS/ WORK FROM IREPS)-----

The beneficiary of the aforementioned Letter of Credit M/s...(NAME AND VENDOR CODE)...(Vendor Code...as per IRPES...) is entitled to receive payment aggregating INR...\$\$. (FROM ABSTRACT OF BILL PASSED).. out of a total LC amount of INR...(FROM MASTER TABLE OF LC OPENED)..... against the first/second* commercial Invoice No.(FROM IPAS) _____ dated _____ FROM IPAS _____ for INR(FROM IPAS)----- raised against the above contract from State Bank of India-----(branch-FROM LC MASTER TABLE)--- on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: - \$\$_\$

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorised Railway authority)

Name

Designation

Official Seal

Pran Sagar
P. Singh

-2-

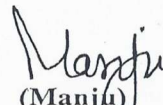
role and responsibility of the Zonal Railways etc. as Principal Employer under aforesaid Acts.

Hence, violation of any of aforesaid legislations/anyother applicable Labour Legislations would entail punitive/penal proceedings under relevant laws against Contractors as well as against Principal Employers.

3. However, it has been recently brought to the notice of the Apex level and Board that Contractors have been indulging in many irregularities especially in payment of wages to Contract Labour. It has also been brought to attention that Contract Labour employed in various Railway departments are not being paid Minimum Wages as per the latest Minimum Wages orders (w.e.f. 01.04.2017). It may be recalled that orders of Ministry of Labour and Employment on Minimum Wages have been circulated vide Railway Board's letter No. 2016/E(LL)/AT/MW/1 (RBE No. 50/2017) dated 05.06.2017. Moreover, recently, there has been allegations that some unscrupulous Contractors are resorting to various stratagem to deceitfully deprive Contract Labour of their rightful wages. Such deceitful practices include (i) Payment of less wages through cash; and (ii) forcibly grabbing, beforehand, of ATM/Debit Cards of Contract Labour so that Contractors can withdraw, unauthorisedly, part of the wages (paid in the bank directly) received by Contract Labour. Non-payment of minimum wages to the workers is a criminal offence since it violates the statutory provisions. In order to curb/eliminate such malpractices, Railway Board have been repeatedly issuing detailed instructions on the subject matter. Some of these are cited in reference of this letter. Keeping in view of the fact violation of Minimum Wages Act, 1948 and related orders, deprive Contract Labour of their just and legal rights and also leads to violation of conditions of Contract (exposing Principal Employer to the risk of proceedings under these Acts), these unscrupulous Contractors are liable to be taken up under relevant punitive/penal proceedings. It is directed that whenever any complaint in this regard is received, stringent deterrent penal actions should be taken by following due procedure.

4. In view of the fact that the Contract Labour are engaged by various departments of Zonal Railways, PUs, etc., it is incumbent on the Principal Heads of the departments to put in place a robust mechanism so that no violation of labour laws takes place in their respective departments. It is, therefore, directed that if any such/other complaints are received, the guilty contractors should be black-listed and their Contract should be terminated following the due procedure, apart from initiating criminal proceedings against them with the help of Labour department officials. Since, non-compliance of terms and conditions of GCC entails violation of contractual obligations, any reluctance on the part of a contractor to award minimum wages to contract labour, for the period during which he had admittedly worked, is violative of contract conditions, illegal, unfair and violates the Fundamental right of the Right to Life. Therefore, the Railways are directed to ensure the compliance of the labour laws (particularly registration as Principal Employer, ensuring that Contractors have requisite license and ensuring other beneficial provisions) and related orders as well as to see that payment of minimum wages to the contract labour engaged directly (Such as Para-medical staff etc.) or through Contractors is ensured, both in letter and spirit.

9 c


(Manju)
Joint Director(E(LL))
Railway Board.

Page 2 of 2

END OF TENDER DOCUMENT