

GOVERNMENT OF INDIA



NORTH WESTERN RAILWAY
SIGNAL & TELECOMMUNICATION
(JAIPUR DIVISION)

TENDER DOCUMENT
TWO PACKET SYSTEM

For the work of

Name of Work- "Provision of Coach Guidance Display System on both Platforms at SRGH, LNH, NWH, DOB, RSH, GND, PLSN, RNW, DBLA, KAWT, KKH, DNK, BWL, MKH, HSI (Total -15) Railway Stations of Jaipur Division."

TENDER No. < GSU-SNT-JP-2025-26-02>

NORTH WESTERN RAILWAY
OFFICE OF THE
CHIEF PROJECT MANAGER/GATI-SHAKTI UNIT JAIPUR
JAIPUR DIVISION

Price: Tender form cost-NIL.

Signature of Tenderer

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TENDER DOCUMENT
TWO PACKET SYSTEM
NORTH WESTERN RAILWAY
(TOP SHEET)

(A) Details to be filled in by Railway:

Mode of Tender	E-Tender (Two Packet)
Tender Notice No.	GSU-SNT-JP-2025-26-02
Full name of work	Provision of Coach Guidance Display System on both Platforms at SRGH, LNH, NWH, DOB, RSH, GND, PLSN, RNW, DBLA, KAWT, KKH, DNK, BWL, MKH, HSI (Total -15) Railway Stations of Jaipur Division.
Approx. cost	Rs. 10,99,13,121.39
Completion period	12 Months.
Bid security amount	Rs. 6,99,600/-
Sale/availability of tender document on Rly. Website	Tender documents will be available on IREPS web site i.e., www.ireps.gov.in from 19.05.2025 to 11.06.2025 upto 15:30 hrs.
Last date/Time of upload of tenders	11.06.2024 upto 15:30 hours. Tender documents can be uploaded by the tenderer on IREPS web site w.e.f. 19.05.2025 to 11.06.2025
Date and time of opening of tender	11.06.2024 at 16:00 hours (immediately after close of uploading of tender). In case of two packet system, financial bids of the eligible tenderers would be opened subsequently on the date & time to be notified later on.

(B) Details to be filled in by tenderer while uploading their offer:

1	Constitution of the firm/ Concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm / Company/ JV/ Society/ LLP/ HUF
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society/LLP/HUF (as the case maybe)	
3	Year of formation/ incorporation	
4	PAN NO.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor/ Partners/ JV members etc.	
8	Contact No and e-mail id of authorized person under whose digital signature key tender document will be signed/uploaded on behalf of the tendering firm	

Note:

- i) Special attention of tenderers is drawn to clause 16 of Part-II of “General Condition of Tender”, tenderer must upload, the documents mentioned therein pertaining to constitution of firm/ concern.

Signature of the tenderer

Name of signatory_____.

(C) PRECAUTIONS TO BE TAKEN FOR PREPARING LEGAL DOCUMENTS
(For guidance to Tenderer):

1. Non Judicial stamp paper

- (i) Should have been purchased in the name of the Company/firm/executants
- (ii) Should be purchased from the Place/State where the document is being executed.
- (iii) Values of the non-judicial stamp paper (NJSP) should be as mentioned in Tender conditions, where value of NJSP is not mentioned in the tender conditions, value of NJSP should as per the law of the state in which the document is being executed.
- (iv) Date of purchase of Non Judicial stamp paper should be prior from the date of execution of document.

2. Signature on the document

- (i) The document should be signed on each page and also at the appropriate place meant for signature of executants/deponent.
- (ii) Signatory/executants should ensure that on the date of signing the document he/she has valid authority/attorney in his/her favour for signing.
- (iii) In affidavit declaration clause as well as verification clause both should be signed by deponent/executants.
- (iv) Where the document requires witnessing, it should be duly signed by witnesses along with their names and addresses.
- (v) On Power of Attorney, signatures of the Attorney holder should also be got done and attested by executants.

3. Format of the document

- (i) Where the format has been prescribed by the Railway, the document should be executed in that format.
- (ii) Date and place of execution should always be mentioned on the document.

4. Notarization of document

- (i) The document should be duly attested (signed and stamped) by notary public on each page.
- (ii) The seal of the notary public should contain his name, area of practice and Registration number.
- (iii) Notarial stamps of appropriate value should be affixed on the document

(D) COVERING NOTE

FOR THE SPECIAL ATTENTION OF THE TENDERERS

1. The tenderers are requested to carefully peruse the Tender Documents, **and upload all requisite documents/credentials along with the offer. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. Documents submitted/uploaded previously or along with another tender currently under consideration SHALL NOT be considered while evaluating the present tender.**
2. The tenderer(s) shall visit the site of work and acquaint himself/themselves with the conditions of work viz. approach roads and accessibility, nature of soil/rock, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he/they should familiarize himself/themselves fully with the conditions of the site and FURNISH A CERTIFICATE TO THIS EFFECT, in the Performa appended as **Annexure-E**.
3. **FURTHER, OFFERED RATES SHOULD BE FILLED UP IN THE TENDER SCHEDULE at specified space. RATES OFFERED IN ANY OTHER PROFORMA/FORM WILL BE SUMMARILY REJECTED.**
4. To be opened at **16:00** hours on **11.06.2024** and shall be uploaded along with the following documents:
 - (i) Bid security **Rs. 6,99,600/-**
 - (ii) All other mandatory documents as listed in the document
5. Note: - Tenderer(s) to please note that after opening of tender, any document/credential pertaining to technical & financial eligibility, constitution of firm etc. shall neither be asked nor be entertained/ considered under any circumstances and no claim or representation whatsoever from the tenderer in this regard shall be entertained. Scanned copy of the documents, uploaded by the tenderer shall be clear & readable. However, Railway reserves the right to seek any clarification on the documents/credentials already submitted by the tenderer along with the offer.
6. Each page of the tender papers will be treated as signed/ accepted by the tenderer(s) or such person(s) on his/their behalf who is/are legally authorized to sign for him/them.
7. The tenderer(s) may note that the Railway reserves its right to either accept or reject any Bid/s without assigning any reasons whatsoever and tenderer(s) shall have no claim(s) on this account.
8. Public Procurement (Preference to Make in India): - The tenderer shall comply with Public Procurement Policy order 2017.
9. Prospective tenderer(s) may contact Dy. CSTE/GSU/JP for obtaining further clarifications, if required **during working hours**.

PART-I
NORTH WESTERN RAILWAY
TENDER FORM (First Sheet)

Tender No. **GSU-SNT-JP-2025-26-02**

Name of Work – **Provision of Coach Guidance Display System on both Platforms at SRGH, LNH, NWH, DOB, RSH, GND, PLSN, RNW, DBLA, KAWT, KKKU, DNK, BWL, MKH, HSI (Total -15) Railway Stations of Jaipur Division.**

To

The President of India

Acting through the Dy. CSTE/GSU/JP/NWR

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 tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our “Bid security”. I/We offer to do the work for North Western Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs. **6,99,600/-** 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 up to (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.

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

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

Part-II
GENERAL CONDITIONS OF THE TENDER

GENERAL CONDITIONS OF THE TENDER**TENDER FORM (Second Sheet)**

1.	<p>Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:</p> <p>(a) Tender Forms – First Sheet and Second Sheet</p> <p>(b) Special Conditions/Specifications (enclosed)</p> <p>(c) Bill(s) of quantities (enclosed)</p> <p>(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of CPM/GSU Jaipur or obtained from the office of the Principal Chief Signal & Telecom Engineer, North Western Railway on payment of prescribed charges.</p> <p>(e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of CPM/GSU Jaipur or obtained from the office of the Principal Chief Signal & Telecom Engineer, North Western Railway on payment of prescribed charges.</p> <p>(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.</p>
2	<p>Drawings for the Work: The Drawing for the work can be seen in the office of the CPM/GSU Jaipur and / or Principal Chief Signal & Telecom Engineer, North Western 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.</p> <p>As per Clause No. 2 of tender form 2nd sheet Annex. I Part-I of GCC-2022</p>
3	<p>The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of North Western Railway as applicable to Jaipur 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.</p>
4	<p>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.</p>
5	<p>The works are required to be completed within a period of 12 Months from the date of issue of acceptance letter.</p>
6.	<p>Bid Security:</p> <p>(a) The tenderer shall be required to submit the Bid Security with the tender for</p>

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 clause (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.

(As per Clause No. 5 – 1 of Part-I of GCC-2022, with up to date correction slip)

- (d) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.

(As per Clause No. 5 – 2 of Part-I of GCC-2022, with up to date correction slip)

(e) 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 last date of submission of bids)
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

	<p>iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.</p> <p>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.</p> <p>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.</p> <p>vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.</p> <p>viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.</p> <p>(As per Clause No. 5 – 3 of Part-I of GCC-2022, with up to date correction slip)</p> <p>(e) 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.</p> <p>(f) 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.</p> <p>(g) If his tender is accepted,</p> <p>(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;</p> <p>(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.</p> <p>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.</p> <p>(h) 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.(As per Clause No. 6 of Tender Form (second sheet) Annex.I of Part-I of GCC-2022, with up to date correction slip)</p>
7.	<u>SYSTEM OF TENDERING</u>
7.1	Single Packet Tender:- In case of tenders costing less than Rs. 10 Crore single packet tender system will be followed and technical & financial offer of the tenderer/s shall be opened and evaluated at the same time.
7.2	Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted for contract valuing more than Rs. 10 crores or as advised by Railway Board time

	<p>to time by updated policy guide lines.</p> <p>(As per (a) Clause No. 7A of Part-I of GCC 2022, with up to date correction slip)</p> <p>Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.</p> <p>(As per (a) Clause No. 7B of Part-I of GCC 2022, with up to date correction slip)</p> <p>Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p> <p>(As per (a) Clause No. 7C of Part-I of GCC 2022, with up to date correction slip)</p>
7.2.1	<p>Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.</p> <p>(As per Clause No. 7B of Part-I of GCC 2022, with up to date correction slip)</p>
7.2.2	<p>Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.</p> <p>(As per Clause No. 7C of Part-I of GCC 2022, with up to date correction slip)</p>
7.2.3	<p>Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.</p> <p>(As per Clause No. 7D of Part-I of GCC 2022, with up to date correction slip)</p>
7.2.4	<p>Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.</p> <p>(As per Clause No. 7E of Part-I of GCC 2022, with up to date correction slip)</p>
7.3	<p>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.</p>
7.4	<p>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.</p>
7.5	<p>Tenderer should submit the offer with due diligence after going through the tender documents.</p>

8.0	<p>Execution of Contract Document: The tenderer whose tender is accepted shall be required to appear in person at the office of General Manager, Principal Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Project), 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.</p> <p>As per clause No. 8 of Part-I of GCC-2022, with up to date correction slip</p>
8.1	<p>In case, the particular work is charged to EBR (IF), then the Indian Railways Finance Corporation (IRFC) shall also be the party in the contract agreement. After submission of valid performance guarantee, the contract agreement shall be entered into between Indian Railways (IR), Indian Railways Finance Corporation (IRFC) and the tenderer, whose tender is accepted. The Contract Agreement shall be signed as per Annexure XXXI of the STD. The format at Annexure IV of GCC shall not be applicable for Contract Agreement of EBR (IF) funded contracts.</p> <p>As per Railway Board's letters no 2018/AC-II/1/57(pt.) dated 20.03.20 for EBR(IF) funded contracts</p>
9.0	<p>Documents to be Submitted Along with Tender</p> <p>(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with</p>

	<p>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.</p> <p>(ii) Following documents shall be submitted by the tenderer:</p> <p>a) Sole Proprietorship Firm:</p> <p>(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>b) HUF:</p> <p>(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of „Karta“ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.</p> <p>(ii) All other documents in terms of explanatory notes in clause 15 below.</p> <p>c) Partnership Firm:</p> <p>(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>e) Company registered under Companies Act 2013:</p> <p>(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.</p> <p>(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>f) LLP (Limited Liability Partnership):</p> <p>(i) A copy of LLP Agreement</p> <p>(ii) A copy of Certificate of Incorporation</p> <p>(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.</p> <p>(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation intenders / 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.</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>g) Registered Society & Registered Trust:</p> <p>(i) A copy of the Certificate of Registration</p> <p>(ii) A copy of Memorandum of Association of Society/Trust Deed</p> <p>(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.</p> <p>(iv) A copy of Rules & Regulations of the Society</p> <p>(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet)</p>
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	<p align="center">Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p> <p>(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.</p> <p>(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.</p> <p>(v) A tender from JV shall be considered only where permissible as per the tender conditions.</p> <p>(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.</p> <p>As per Clause No. 14 of Tender Form (second sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip</p>
10.0	<p>The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>As per Clause No. 15 of Tender Form (second sheet) Annexure-I of Part-I of GCC-2022, with up to date correction slip</p>
11.0	<p>Employment/Partnership etc. of Retired Railway Employees:</p> <p>(a) Should a tenderer</p>

- 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 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

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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 11.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.

As per Clause No. 16, of Tender Form (second sheet) Annexure-I of GCC-2022, with up to date correction slip

12.0	<p>Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor 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.</p> <p>As per Clause No. 4 of Part-I of GCC-2022, with up to date correction slip</p>
13.1(A)	<p>Care in Submission of Tenders:</p> <p>(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.</p> <p>(As per Clause No. 6 (a)(i) of G.C.C. 2022Part-I with up to date correction slip)</p> <p>(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.</p> <p>(As per Clause No. 6 (a) (ii) of G.C.C. 2022Part-I with up to date correction slip)</p> <p>(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.</p> <p>(As per Clause No. 6 (a) (iii) of G.C.C. 2022Part-I with up to date correction slip)</p> <p>(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.</p> <p>As per Clause No. 6(a)(iv) of Part-I of GCC-2022, with up to date correction slip.</p> <p>(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:</p> <ul style="list-style-type: none"> Wrong/incorrect invoices issued by Contractor; No-filing of GST returns; Non-payment of GST collected from Indian Railways to the authorities; Any other non-compliance done by Contractor; <p>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</p>

	<p>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.</p> <p>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.</p> <p>(As per new Clause No. 6(a)(v) of Part-I of GCC-2022, with up to date correction slip.)</p>
13.1(B)	<p>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.</p> <p>As per Clause No. 6(b) of Part-I of GCC-2022, with up to date correction slip</p>
13.1(C)	<p>In E-tender, all submissions of documents are to be uploaded on web-site. There may be last minute hic-cups and delay in uploading the Documents and payment of Bid Security etc. Tenderers/Prospective bidders are advised to upload their offer well in time. Railway will not be responsible for any delay/non submission of offer due to any reason whatsoever.</p>
13.1(D)	<p>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.</p> <p>As per Clause No. 6 (c) of Part-I of GCC-2022, with up to date correction slip.</p>

13.2	<p>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 as Annexure-V. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>As per Clause No. 6.1 of Part-I of GCC-2022, with up to date correction slip.</p>
14	<p><u>RIGHT OF RAILWAY TO DEAL WITH TENDERS</u></p> <p>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.</p> <p>As per Clause No. 7, of Tender Form (second sheet) Annexure-I of GCC-2022, with up to date correction slip</p>
14.1	<p>If, the Railway decides to negotiate, in view to bring down the rates, the tenderer, who is called for negotiation, shall furnish the following form of declaration before commencement of the negotiation:</p> <p>I/we do declare that in the event of failure of the contemplated negotiations relating to Tender No. dated..... Opened on my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.</p>
14.2	<p>The tenderer/s are required to quote his/their rates as % (percentage) Above/Below /At Par in figures on IREPS while submitting his/their offer.</p>
14.3	<p><u>Pre Bid Conference:</u></p> <p>Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.</p> <p>As per Clause No. 7B, of Tender Form (second sheet) Annexure-I of GCC-2022, with upto date correction slip</p>
15.0	<p><u>ELIGIBILITY CRITERIA</u></p>
15.1	<p>Technical Eligibility Criteria</p> <p>(a) The tenderer must have successfully completed or substantially completed any 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:</p> <ul style="list-style-type: none"> (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 each costing not less than the amount equal to 60%of advertised value of the tender. <p>(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct</p>

	<p>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 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:</p> <ul style="list-style-type: none"> (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. <p>Note for b (1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.</p> <p>(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.</p> <p>(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 Signal & Telecom Engineer in writing.</p> <p>However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, 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 fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:</p> <p>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.</p> <p><i>Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.</i></p> <p>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 Signal & Telecom Engineer in writing.</p> <p>Note for Item 15.1:</p>
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	<p>Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>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</p> <p>As per Clause No. 10.1 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
15.1.1	<p>Technical Eligibility criteria for JV (a or b mentioned hereunder):</p> <p>(a) For works without composite components.</p> <p>The technical eligibility for the work as per para 15.1 above shall be satisfied by either the JV in its own name & style or Lead member of the JV.</p> <p>Each other (non lead) members of the JV who is are not satisfying the technical eligibility for the work as per para 15.1 above, shall have technical capacity of minimum 10% of the cost of work i.e. each non lead member of JV member must have satisfactory 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 3 minimum of 10%[^]of advertised value of the tender.</p> <p>(b) For works with composite components.</p> <p>The technical eligibility for <u>major component</u> of work as per para 15.1 above shall be satisfied by either the JV in its own name & style or Lead member of the JV and technical eligibility for <u>other</u> components of the work as per para 15.1 above shall be satisfied by either the JV in its own name & style or any member of the JV.</p> <p>Each other (non lead members) of JV, who is are not satisfying the technical eligibility for any component of the work as per para 15.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in the 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 for the one in which tender is invited.one similar single work for minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.</p> <p><u>Note for clause 15.1.1:</u></p> <p>a) The Major component of the work for this purpose shall be the component of work having highest value. In the cases where value of two or more components of work is same, any one work can be classified as major component of work.</p> <p>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 satisfying his her compliance to the above technical eligibility criteria in the tender under consideration.</p> <p>As per Clause No. 17.15.1 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022,with up to date correction slip.</p>

15.2	<p>Financial Eligibility Criteria:</p> <p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less, where:</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>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</p> <p>As per Clause No. 10.2 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC- 2022, with up to date correction slip.</p>
15.2.1	<p>Financial Eligibility Criteria for JV:</p> <p>Criteria the JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 15.2 above.</p> <p>The “Financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 5.2above. The arithmetic sum of individual “Financial capacity” of all the members shall be taken as JV’s “Financial capacity” to satisfy the requirements.</p> <p>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 satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.</p> <p>As per Clause No. 17.15.2 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
15.3	<p>Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-D. (For tenders costing more than Rs 20 crore)</p> <p>As per Clause No. 10.3 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
15.4	<p>No Technical and Financial credentials are required for tenders having advertised value upto Rs. 50 lakh.</p> <p>As per Clause No. 10.4 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2020, with up to date correction slip.</p>
15.5	<p>Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:</p> <p>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</p>

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 clause 15 including clause 15.1 to 15.5]- Eligibility Criteria:

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

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

If a bidder has successfully completed a work as subcontractor and the work Experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
5. 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.
6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in 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.

	<p>7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re- worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs. 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include 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.</p> <p>8. In case of existing partnership firm if any other 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.</p> <p>9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.</p> <p>10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p>
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11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
12. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.]

Note to Para 15

(i) The criteria for completed works shall be as under:-

(a) Entire work has to be completed in all respects as per contract agreement. Part completed work shall not be considered.

(ii) Completion certificate from following organizations shall only be considered: -

(a) For tenders costing below Rs.50.00 Crores.

The work(s) should have been directly awarded to the tenderer by Govt. Organization/ Semi Govt. Organization/ Public Sector Undertaking / Autonomous bodies/ Municipal Bodies/Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender

(b) For tenders costing Rs.50.00 Cr. and above

The work(s) should have been directly awarded to the tenderer by Central/State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/ Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender/ Concessionaire (to whom the work is awarded by Indian Railways /CPWD /NHAI/ PWD/State Road Development Corporation on PPP/DBFOT or any other mode)/

The credentials of a wholly owned subsidiary of a parent company will also be considered in respect of works mentioned above if tender is submitted by the parent company.

(c) Completion certificate should be as per Performa given in **Annexure-IV(A) or IV(B) or IV(C)**, as applicable or in the format containing all information required as per the Annexure-IV(A) or IV(B) or IV(C).

(d) Work experience certificate issued by Public listed company shall 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 an copy of final/last bill paid by company in support of above work experience certificate.

(iii) Details of works physically completed is to be submitted in the proforma as per „**Annexure-III*/III(A)/III(B)**“.

(iv) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.

In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.

However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

(v) The amount given at Sr. No. 11 in Performa vide **Annexure-IV** for the completion certificate will be the value of completed work, if nomenclature of work as given in completion certificate matches with similar nature work.

(vi) The amount mentioned at Sr. No. 12 in „**Annexure-IV**“ for the completion certificate shall be the value of completed work if the nomenclature of completed work includes additional components of work which are not matching with similar nature of works.

(vii) Certificate from private individuals for whom such works are executed shall not be considered for eligibility.

(viii) Conditional tenders are liable to be rejected straight away. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever.

	As per Clause No. 10 of Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up-to-date correction slip
16.0	The list of documents to be uploaded by the tenderer(s) for this tender.
16.1	Following documents are common for all types of firm i.e. Sole proprietorship, Partnership, Limited Liability Partnership Firm, Registered Society/ Trust, Limited Company or JV.
(a)	Firm details as per Annexure-I (Mandatory) .
(b)	A Copy of the Certificate as per Performa given in Annexure-V(Mandatory) and V(A) wherever mandated in GCC 2022 with up to date correction slip. As per Clause No.6.1of Part-I of GCC-2022, with up to date correction slip.
(c)(i)	List of similar nature of works physically completed in all respects during last 7 years, ending last day of month previous to one in which tender is invited shall be submitted as per Performa given in Annexure-III/III(B), for works <ul style="list-style-type: none"> (i) directly awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies/ Railways Siding owners / (ii) 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 atleast 5 years prior to the date of opening of tender <p>Note- Works under item (iii) are to be submitted only for tenders costing Rs.50.00 Cr. and above</p> <p>As per Clause No.10.1 (a) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
(ii)	Details of work of similar nature successfully completed during last seven years, ending last day of month previous to the one in which tender invited and detailed in Annexure III (bifurcated as per components of tender schedule) to be submitted by tenderer along with Annexure–IIIA in case of tender having composite nature of work, having distinct components and having separate schedule for each component having value more than two crore(Annexure-III(A) Mandatory for tender value more than Rs. 50 Lakhs in case of tender for composite nature of work. As per Clause No.10.1(b) (i) &(ii) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.
(d)	Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in Annexure-IV(A) or IV(B)or IV(C)as applicable. (Mandatory for tender value more than Rs. 50 Lakhs) As per Clause No.11(i) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.

	<p>Note -In case, completion certificate is issued by public listed company (Annexure IV(C)). Following documents regarding the Public listed company are required to be submitted along with the certificate (Mandatory for tender value more than Rs. 50 Lakhs)</p> <p>(i) Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year issued by Chartered Accountant. These details need to be submitted as per the perform of Annexure VI(B)</p> <p>(ii)The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.</p> <p>(iii)The copy of document of incorporation/ registration of the Public listed company(should be at least 5 years prior to date of opening of tender), duly self-attested.</p>
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	<p>(iv) The copy of document regarding Person Authorized by the Public Listed Company to issue such certificate, duly self-attested.</p> <p>(v) Tenderer shall also submit 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 a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.</p>
(e)	<p>List of works on hand, existing commitments and balance amount of ongoing works as per format given in “Annexure-II” duly verified by Chartered Accountant to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 crores)</p> <p>As per Clause No.10.3 Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022,with up to date correction slip.</p>
(f)	<p>A statement showing construction works executed and payment received during the current and last three financial years immediately preceding the current financial year, up to date of opening of tender taking into account the completed as well as work in progress as per Annexure-XIX, XIX(A) on the letter head of Chartered Accountant, to evaluate bid capacity of the tenderer (Mandatory for tender value more than Rs. 20 Crores)</p> <p>As per Clause No.10.3 Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
(g)	<p>List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Annexure-VI.</p> <p>As per Clause No.11(iii) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
(h)	<p>List of Personnel, Organization available on hand and proposed to be engaged for the subject work in Annexure -VII.</p> <p>As per Clause No.11(iii) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022,with up to date correction slip.</p>
(i)	<p>The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90days beyond the bid validity period.</p> <p>As per Clause No.5(2)of Part-I of GCC-2022,withup to date correction slip.</p>
(j)	<p>Tender document cost should be submitted by the tenderer only through net banking or payment GATE WAY available on IREPS.</p>
(k)	<p>Average annual contractual turnover for the last three years (as per the audited balance sheet, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year can be considered) with supporting documents required as per Annexure VIB (Mandatory for tender value more than Rs. 50 Lakhs)</p> <p>As per Clause No.10.2 and 11(ii) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>
(l)	<p>Self-attested copy of Permanent Account Number (PAN) issued by Income Tax Department. As per Clause No.14(i) Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip.</p>

(m)	The tenderers are required to submit the information and particulars regarding retired Railway Engineer(s)/Officer(s) of the Gazetted rank and regarding Relative(s) employed in Gazetted capacity on North Western Railway as per proforma given in Annexure XXIII. (Mandatory). As per Clause No. 16, Tender Form (second Sheet) of Annexure-I of Part-I of GCC-2022, with up to date correction slip)
(n)	A statement showing deviation from Tender conditions (or submit NIL deviation statement) in Annexure-VIII. Tenderer shall submit deviations if any from tender conditions in prescribed format vide Annexure VIII.
16.2	In addition to Para 16.1 above certain more documents are to be submitted by tenderers as per status of their firms and are mandatory. These documents are listed below
16.2.1	<u>For Sole Proprietorship firm</u> Affidavit as per proforma given of Annexure –IX (duly executed on stamp paper and notarized). All documents in terms of Para 15 above. As per Clause No. 14(ii)(a) & 15 Annexure-I Part-I of GCC 2022, with up to date correction slip
16.2.2	<u>For Partnership firm</u> (a) A copy of Partnership Deed (notarized prior to date of tender opening as per the Indian Partnership Act.) (b) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the tender on behalf of the firm and create liability against the firm as per proforma given in Annexure-XIII (duly registered with the Registrar or notarized). (c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. As per Clause No. 14(ii)(c)and clause 15, 18.2 and 18.11 of Annexure-I Part-I of GCC-2022, with up to date correction slip)
16.2.3	<u>For Company registered under Companies Act 2013</u> a) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company. b) A copy of Certificate of Incorporation c) 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.as per proforma given in Annexure-XV&XV(A) (duly registered with the Registrar or notarized). d) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract. As per Clause No. 14(e) Annexure-I Part-I of GCC-2022, with up to date correction slip

16.2.4	<p><u>For LLP (Limited Liability Partnership) Firm Registered under LLP Act 2008</u></p> <p>a) A copy of LLP Agreement.</p> <p>b) A copy of certificate of Incorporation and</p> <p>c) A copy of resolution passed by partner of LLP firm for submitting tender by LLP firm and to deal with tender on behalf of the firm as per proforma given in Annexure-XXI.</p> <p>d) Special Power of Attorney/ Authorization issued by LLP firm in favour of the individual to sign the tender on behalf of the LLP firm and create liabilities against the LLP as per proforma given in Annexure-XX (duly registered with the Registrar or notarized).</p> <p>e) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.</p> <p>As per Clause No. 14(f) Annexure-I Part-I of GCC-2022, with up to date correction slip</p>
16.2.5	<p><u>For Registered Society & Registered Trust</u></p> <p>a. A copy of the certificate of registration.</p> <p>b. A copy of Deed of Formation.</p> <p>c. A copy of Special Power of Attorney in favour of the individual to sign the tender documents and create liabilities against the Registered Society/ Trust as per proforma given in Annexure-XXII (duly registered with the Registrar or notarized).</p> <p>As per Clause No. 14(g) Annexure-I Part-I of GCC-2022, with up to date correction slip</p>
16.2.6	<p><u>For JV firm</u> Following documents are mandatorily to be submitted by constituents of the JV firm depending upon their status.</p> <p>As per clause no. 17.0 Annexure-I Part-I, GCC-2022, with up to date correction slip</p> <p>(a) All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.</p> <p>As per clause no. 17.14.4 Annexure-I Part-I, GCC-2022, with up to date correction slip</p> <p>b) Memorandum of Understanding of JV as per pro forma given in Annexure-X (duly Executed on stamp paper and notarized).</p> <p>c) Power of Attorney/authorization duly Notarized by all JV constituents, in favour of the individual under whose digital signature key the tender document shall be uploaded on behalf of JV for signing the tender document on behalf of the JV (Standard Performa as per Annexure-X(A))</p> <p>As per clause No. 17.6, 17.12 of Annexure-I Part-I of GCC-2022, with up to date correction slip.</p>

16.2.6.1	<p><u>In case one or more members of JV is/are Proprietary Firm or HUF(Hindu Undivided Family) the following documents shall be Uploaded/Submitted</u></p> <p>(a) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of „Karta“ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF (Annexure-IX(A)).</p> <p>(b) A copy of Special Power of Attorney to be submitted by Sole Proprietor or HUF participating as member of JV firm as per proforma given in Annexure-XII (duly registered with the Registrar or notarized).</p> <p>As per Clause No. 15 & 17.14.2 Annexure-I of Part-I GCC-2022, with up to date correction slip</p>
16.2.6.2	<p><u>In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:</u></p> <p>(a) A notarized copy of Partnership Deed (notarized prior to date of tender opening as per the Indian Partnership Act.).</p> <p>(b) A copy of consent of all the Partners or individual authorized by partnership firm to enter into JV Agreement as per pro forma given in Annexure-XI (duly executed on stamp paper).</p> <p>(c) Special Power of attorney to be submitted by Partnership firm in favour of the individual to sign the MOU/JV agreement on behalf of the Partnership Firm and to create liability against the firm as per proforma given in Annexure-XVIII (duly registered with the Registrar or notarized).</p> <p>Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.</p> <p>As per Clause 17.14.1 and clause 15 & 18.2 of Annexure-I Part-I GCC-2020, with up to date correction slip</p>
16.2.6.3	<p><u>In case one or more members of the JV is/are companies, the following documents shall be submitted</u></p> <p>a) A Copy of Memorandum & Articles of Association of Company.</p> <p>b) A Copy of resolution passed by Board of Directors of the company, permitting the company to enter into a JV agreement to be submitted as per Annexure-XVII.</p> <p>c) A copy of Certificate of Incorporation.</p> <p>d) 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, as per proforma given in Annexure-XII(duly registered with the Registrar or notarized).</p> <p>As per Clause No. 17.14.3 of Annexure-I Part-I GCC-2022, with up to date correction slip</p>

16.2.7	<p><u>For HUF</u></p> <p>(a) 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. (Standard proforma as per Annexure XXVIII).</p> <p>(b) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.</p>
	<p><u>Note to Para 16</u></p> <p>1. The tenderers shall submit a 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 as mentioned in clause No. 16.1(b).</p> <p>Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>As per Clause No. 11(iv) Annexure 1 part I of GCC-2022, with up to date correction slip</p> <p>It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.</p>
	<p>2. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.</p> <p>3.1 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 Deposit besides banning of business for a period of up to two years.</p>

	<p>3.2 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. Earnest Money Deposit (EMD), 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 up to two years.</p> <p>As per Clause No. 11(v), 11(vi) Annexure 1 part I of GCC-2022, with up to date correction slip</p>
	<p>4 No post tender submission of documents shall be permitted in respect of tender. However, only clarification can be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.</p>
	<p>5. The documents mentioned „mandatory“ in clause No. 16 above are required to be uploaded by the contractor with tender document in single packet system or with technical bid in Two Packet system. If any of these documents is not uploaded along with the tender, the offer shall be summarily rejected</p>
	<p>6. In addition to above Tenderer have to certify that neither I /We (name of the sole Proprietor firm/ Partnership Firm/Limited Company/ LLP/Registered Society/Trust / JV firm) nor any of the partner or partnership firm/ LLP /Member of Registered Society/ Trust / Constituent of JV firm including partner of partnership firm in JV has/ have been black listed or debarred by Railway or any other Ministry /Department/ Public Sector Undertaking of the Government of India/ any State from participation in tenders/contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners.</p> <p>7. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.</p>
17.0	Participation of Partnership Firms in works tenders
17.1	<p>The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:</p> <ul style="list-style-type: none"> (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm. (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract. <p>Note: Authorization given in POA only will be considered irrespective of any authorization that may have given in Partnership Deed. In case of non-submission of POA or invalid POA, offer is liable to be rejected.</p> <p>All conditions as per Clause No. 18.1 to 18.11 of Tender Form (second Sheet) Annexure-I Part-I of GCC-2022, with up to date correction slip will be applicable.</p>
17.2	Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the

	firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 10& 18 of Tender form second sheet Annexure-I of Part-I of GCC-2022, with upto date correction slip for the partnership firm:
18.0	Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same. As per Clause No. 17 of Tender form second sheet Annexure-I of Part-I of GCC-2022,with up to date correction slip
18.1	JV firms will be permitted participation in tender costing rupees more than Rs. 10 crores.
18.2	Documents to be enclosed by the JV Firm along with the tender: As per Clause No. 17.14.1 to 17.14.6 and clause 15 of Tender form second sheet Annexure-I Part-I of GCC-2022, with up to date correction slip
18.3	Credentials & Qualifying Criteria Technical, financial eligibility and Bid capacity of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria: As per Clause No. 17.15 of Tender form second sheet Annexure-I Part-I of GCC-2022,with up to date correction slip
19.0	The tenderer shall submit the original copies of the documents as per Annexure II, IX, IX(A), X, X(A), XI, XII, XIII, XIV, XV, XV(A), XVII, XVIII, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI and XXVII, XXVIII as applicable for Sole Proprietor/Partnership firm/LLP/Registered Society & Trust /Limited Company/JV Firms as and when required by the Railway for the verification. If the required documents are not submitted by the tenderer or any discrepancy between the scanned uploaded documents and original documents, then the offer of the tenderer will be summary rejected and the action will be taken as per the various provisions of Affidavit to be submitted by the tenderer as per Annexure-V.
20.0	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

	<p>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.</p> <p>As per Clause No. 16.(1) Part-II of GCC-2022, with up to date correction slip.</p>
20.1	<p>(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:</p> <p>(a) Final Payment of the Contract as per clause 51. (1) and</p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.</p> <p>As per Clause No. 51.(1) and 16.(2)(i) Part-II of GCC-2022, with up to date correction slip</p>
20.2	<p>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.</p> <p>As per Clause No. 16.(2)(ii) Part-II of GCC-2022, with up to date correction slip</p>
21.0	<p>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.</p> <p>As per Clause No. 16.(3), Part-II of GCC-2022, with up to date correction slip</p>
22.0	<p>Performance Guarantee</p> <p>The procedure for obtaining Performance Guarantee is outlined below:</p> <p>(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.</p> <p>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.</p> <p>(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:</p> <p>(i) A deposit of Cash;</p> <p>(ii) Irrevocable Bank Guarantee;</p> <p>(iii) Government Securities including State Loan Bonds at 5% below the market</p>

	<p>value;</p> <p>(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;</p> <p>(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;</p> <p>(vi) Deposit in the Post Office Saving Bank;</p> <p>(vii) Deposit in the National Savings Certificates;</p> <p>(viii) Twelve years National Defense Certificates;</p> <p>(ix) Ten years Defense Deposits;</p> <p>(x) National Defense Bonds and</p> <p>(xi) 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.</p> <p>Note:-The instruments as listed above will also be acceptable for Guarantees in case of mobilization advance. All the instruments mentioned in (i) to (xii) above should be in favour of <i>FA & CAO/S&C/NWR or Sr. DFM</i></p> <p>(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 up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.</p> <p>(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.</p> <p>(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.</p> <p>(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.</p> <p>(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 (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>(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.</p> <p>(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.</p> <p>(iii) The Contract being determined or rescinded under clause 62 of these conditions.</p> <p>As per Clause No.16.(4), Part-II of GCC-2022, with up to date correction slip</p>
22.1	MEASUREMENTS OF CONTRACTOR WORKS.
22.2	The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically

	<p>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.</p> <p>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.</p> <p>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.</p> <p>As per Clause No. 15 of Annexure I part 1 of GCC-2022, with up to date correction slip</p>
22.3	<p>Measurement of works by Railway:</p> <p>The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which „on account“ or „final“ measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements.</p> <p>Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:</p> <p>(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter have been entertained regarding the accuracy and Classification of the measurements.</p> <p>(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(As per Clause No. 45 (i), Part-II of GCC-2022, with up to date correction slip)</p>

22.3.1	<p>Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):</p> <p>(a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which „on account“ or „final“ measurements are to be made shall be communicated to the Engineer.</p> <p>The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:</p> <p>(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.</p> <p>(ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.</p> <p>(b) Incorrect measurement, actions to be taken:</p> <p>If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:</p> <p>(i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.</p> <p>(ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.</p> <p>As per Clause No. 45 (ii), Part-II of GCC-2022, with up to date correction slip</p>
Note	<p>Contractor's authorized Engineer" shall mean a graduate Engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by Engineer.</p> <p>As per Clause No. 1.(1)(q), Part-II of GCC-2022, with up to date correction slip</p>
23.0	PAYMENT OF CONTRACTUAL WORKS
23.1	"On-Account" Payments: The Contractor shall be entitled to be paid from time to time by

	<p>way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.</p> <p>As per Clause No. 46.(1) Part-II of GCC-2022, with up to date correction slip</p>
23.2	<p>On account Payments Not Prejudicial to Final Settlement</p> <p>"On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.</p> <p>As per Clause No. 46.(3) Part-II of GCC-2022, with up to date correction slip</p>
23.3	<p>Rounding off Amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.</p> <p>As per Clause No. 46.(2) Part-II of GCC-2022, with up to date correction slip</p>
23.4	<p>Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor up to the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.</p> <p>As per Clause No. 51.(1) of Part-II GCC-2022, with up to date correction slip.</p>
24.0	<p><u>INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC)</u></p>
24.1.1	<p>For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.</p>

24.1.2	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.
24.1.3	The option so exercised, shall be an integral part of the bidder's offer.
24.1.4	The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
24.1.5	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 thereof 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 2019-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
	(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
	(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
	(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-„B“) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
	(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
	(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railway.
	(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
	(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms

	and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
	(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
	(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
	(m) The railway's bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
	(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
	(o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
	(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
24.2	For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-„A“ .

	<p><u>Annexure-“A”</u></p> <p>(Clause No. 24.3 of General Instructions to Tenderers)</p> <p style="text-align: center;">Request letter from Executive branch to Accounts Office for opening of LC Office of Railway</p> <p>No..... Dated.....</p> <p>The PFA/Sr. DFM/Dy. FA HQ/Division/Workshop/Cost</p> <p style="text-align: center;">Sub: Opening of LC Ref: Supply Order / Contract Agreement No. *****</p> <p>It is requested to open a sight LC against the above referred order/Agreement in favour of The details of beneficiary are as under:</p> <ul style="list-style-type: none"> 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; <ul style="list-style-type: none"> a. Bank name b. Address c. Account No. d. IFSC Code xi) Validity/period for which LC is to be opened. <p>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</p> <div style="text-align: right; margin-top: 20px;"> <p>(Signature) Name..... Designation..... (Official Seal)</p> </div>
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Annexure-“B”

(Clause No. 24.1.5(f) of General Instructions to Tenderer)

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 WORK OF
(DESCRIPTION OF WORK FROM IREPS)

The beneficiary of the aforementioned Letter of Credit M/s..... (NAME AND VENDOR CODE) (Vendor Code..... as per IREPS.....) Is entitled to receive payment aggregating INR SSS (FROM ABSTRACT OF BILL PASSED) ... Out of 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 payment 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: sass.....

LC balance after this payment:

(Signature of authorized Railway authority)

Name

Designation
Official Seal

ANNEXURE – “D”**(Clause No. 15.3 of General Instruction &
Clause 10.3 of Tender Form (Second Sheet) of Annexure I of GCC 2022)****TENDERER’S CREDENTIALS (BID CAPACITY)****NORTH WESTERN RAILWAY**

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

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

Where,

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

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

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

Note:

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

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

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

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

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

© Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid

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

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following: -

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

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

Signatures of the Tenderer/s

ANNEXURE-I

(Para 16.1(a) of General Instructions)

& clause No. 14 (ii)(a), Tender Form (Second Sheet), Part-I of GCC-2022, with up to date correction slip

1.	Full name of the firm	:	
2.	Registered Head Office Address	:	
3.	Branch Office in India (If any)	:	
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/Joint Venture (JV)/Registered Society/ Registered Trust /LLP/HUF etc)	:	
5.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR & IFSC) to facilitate electronic payment		
6.	Detail of PAN of the firm		
7	E Mail ID		

Note:- 1. Please enclosed-

- (i) Attested copy/copies of the constitution of their firm
- (ii) Copy of PAN CARD.
2. Tender document has to be signed by such persons as may be legally competent to sign on behalf of the firm, company, association, trust or society as the case may be

Date:

Signature of Tenderer/s
With Seal

ANNEXURE-II

(Para 16.1 (e) of General Instructions)

(Clause No.10.3 Tender Form (Second Sheet), part I of GCC 2022, with up to date correction slip)

LIST OF AWARDED WORKS UNDER EXECUTION AND/OR WORK AWARDED BUT NOT YET STARTED TILL DATE OF OPENING OF TENDER

(Mandatory for tenders more than Rs. 20 Cr value to evaluate Bid Capacity of tenderer)

Sr. No	Name & place of work	Organization for whom work is being carried out	Date of award of contract, Contract Agreement No. & Date	Original cost of work /Revised Cost (up to latest corrigendum)	Date of Completion (Original/ Extended)	Payment Received Till Date of opening of present tender	Balance amount of the work to be executed	Balance period of work to be executed	„B“ Value of work to be done in „N“ years (See notebelow)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) (5)- (7)	(9)	(10)
1									
2									
3									
4									
								Total	

Date

Signature of Chartered Accountant

Signature of Tenderer/s with seal

NOTE: -

- (a) This statement should be submitted duly verified by Chartered Accountant.
- (b) In case of no works in hand, a „NIL“ statement should be furnished duly verified by chartered Accountant.
- (c) In case of JV firm, the details of works with each member of JV is required to be submitted duly verified by Chartered Accountant.
- (d) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

Signature of Tenderer

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- (e) N for column 10 –Number of years prescribed for completion of work for which bids has been invited.
- (f) “B” is the value of existing commitments and balance amount of ongoing works with the tenderer to be completed in next „N” years.
- (g) For N equal or more than column (9), Value of „B” will be same as column (8)
- (h) For contracts not having any defined part financial /physical completion stages /milestones, and $N < \text{column (9)}$ then the value of „B” will be as per formula $B = (8) * N / (9)$
- (i) In case part financial / physical completion stages / milestone is defined in the contract’s value of “B” shall be calculated accordingly.
- (j) No technical and financial credentials are required for tenders having value up to Rs. 50 lakhs.

ANNEXURE -III

(Para 16.0(c)(i) of General Instructions) &

Clause No. 10.1(a), Tender Form (Second Sheet), part I of GCC 2022

Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

Date:

Signature of Tenderer/s
With Seal**Note:-**

- (i) Above detail should be given only for works which have been physically completed in all respects. Part completed work shall not be considered.
- (ii) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV(A), IV(B), IV(C) as applicable.
- (iv) In column 4 type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire/ Public listed company.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) No technical and financial credentials are required for tenders having value up to Rs.50 lakhs.

Signature of Tenderer

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Annexure III(A)

As per clause No. 16.1(c) (ii) of General Instruction and Clause No. 10.1 b (i) & b (ii) of

Tender Form (Second Sheet), Part I of GCC-2022, with up to date correction slip

Details of work of similar nature successfully completed during last seven years, ending last day of month previous to the one in which tender invited and detailed in Annexure III (bifurcated as per components of tender schedule) to be submitted by tenderer along with Annexure–III in case of tender having composite nature of work, having distinct components and having separate schedule for each component having value more than two crore

S. N	Description of components / component as per tender schedule, executed in different contracts	Name of work under which components (mentioned in column II) executed	S.N. of Annexure three, where other details of this work mentioned	Payment received under these components till ending last day of month previous to the one in which tender is invited	Percentage of amount received under these components equal to advertised value of tender	Percentage of advertise value of tender amount required as per technical eligibility criteria under these components			Remark
						Three works costing not less than 30% of advertise value	Two works costing not less than 40% of advertise value	One works costing not less than 60 % of advertise value	
I	II	III	IV	V	VI	VII	VIII	IX	X
1	All components (A, B, C, D, E, -- --) executed in single contract								
2	More than one component executed in single contract								
3	Only one component executed in single contract								

Date:

Signature of Tenderer/s
With Seal

Signature of Tenderer

Note: -

- (i) Component wise details mentioned above should be supported by completion certificate submitted under Annexure-IV(A), IV(B), IV(C). In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (ii) No technical and financial credentials are required for tenders having value up to Rs. 50 lakhs.

ANNEXURE –III(B)

(Para 16.0(c) (i) of General Instructions) &

Clause No. 10.1, Tender Form (Second Sheet), part I of GCC 2022, **with up to date correction slip**

Details of works of similar nature physically completed in all respect for Public listed companies by the tenderer/s during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

*** It is certified that:**

1. The above Public listed company/companies mentioned above is/are
 - a) Having average annual turnover of Rs.500 crore and above in last three financial years excluding the current financial years;
 - b) Listed on National Stock Exchange or Bombay Stock Exchange and
 - c) Incorporated/registered at least 5 years prior to the date of opening of the tender.
2. Copies of the work experience certificate, work orders, bill of quantities, bill wise details of payment received, TDS certificates of all payments received, copy of final bill/last bill paid by the company duly certified are attached.
3. Attached information have been duly certified by Chartered Accountants.
4. I/We understand that in case above details are not furnished at the time of tendering the work experience certificate shall not be considered for adjudging the Technical Eligibility the tenderer in any case.

Certified that above details are correct

Signature of Chartered Accountant with
seal

Date:

Signature of Tenderer/s
With Seal

Note:-

- (i) Above detail should be given only for works which have been physically completed in all respects. Part completed work shall not be considered.
- (ii) Annexure-III(B) to be signed by tenderer/s and Chartered Accountant as the credentials from Public listed companies are being attached for consideration.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-IV(A), IV(B), IV(C) as applicable.
- (vi) **No technical and financial credentials are required for tenders having value up to Rs. 50 lakhs.**

ANNEXURE-IV(A)

(Para 16.1 (d) and Note to para 15 Note No.(iii) (c) of General Instructions)
 Clause No. 11(i), Tender Form (Second Sheet), part I of GCC 2022, **with up-to-date
 correction slip**

COMPLETION CERTIFICATE

Name of Organization

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

Letter No. Date: -.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10.(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11 above.	
13.	Brief description of nature & scope of work	
14.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date-

(Signature)

Name and Designation of officer

Mobile No. of officer

Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-V).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (vii) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents.
- (viii) No technical and financial credentials are required for tenders having value up to Rs. 50 lakhs.

ANNEXURE-IV(B)

(Para 16.1(d) and Note to para 15 Note No.(iii) (c) of General Instructions)
Clause No. 11(i), Tender Form (Second Sheet), part I of GCC 2022, with up-to-date
correction slip

COMPLETION CERTIFICATE**(If the work is awarded by Concessionaire)**

Name of Concessionaire

Address and Contract details i.e. Phone No. FAX, e-mail.

Letter No. Date: -.....

1.1	Name of work /Project executed by the Concessionaire	
1.2	Name and Address of Authority which awarded work to the Concessionaire.	
1.3	Name of work awarded by the Concessionaire to the firm.	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (vii) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11 above.	
13.	Brief description of nature & scope of work	
14.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date

Signature & Name of Authorized Person
Of the Concessionaire with Seal and
Mobile No. of Issuing Person.

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-V).
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered
- (v) A self-attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.
- (vi) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).
- (vii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).
- (viii) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender documents
- (ix) No technical and financial credentials are required for tenders having value up to Rs. 50 lakhs.

ANNEXURE-IV(C)

(Para 16.1 (d) and Note to para 15 Note No.(iii) (c) of General Instructions)
Clause No. 11(i), Tender Form (Second Sheet), part I of GCC 2022, with up to date
correction slip

COMPLETION CERTIFICATE

(If the work is awarded by Public listed company)

Name of the public listed company

Address and Contract details i.e. Phone No. FAX, e-mail.

Letter No. Date:-.....

1.1	Name of work /Project	
1.2	Name and Address of the public listed company	
1.3	Number as incorporated/ registered in the National stock exchange or Bombay stock exchange	
1.4	Date of getting listed in NSE/BSE (document to be attached as per note (vi) below).	
1.5	Average Annual turnover of the public listed company in last three financial years excluding current financial year. (details to be attached as per proforma in annexure VIB as per note (vii) below)	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5.(i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10(i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (xii) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 11 above.	
13.	Brief description of nature & scope of work	
14.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

Date

Signature & Name of Person Authorized

By the Public Listed Company with Seal and
Mobile No. of Issuing Person.

Note:-

(i). Following documents regarding the **Public listed company** are required to be submitted along with the certificate (**Mandatory**)

1. Details of Average Annual turnover of the public listed company in last three financial years excluding current financial year (should be 500 Cr and above) issued by Chartered Accountant. These details need to be submitted as per the proforma of Annexure VIB.

2. The copy of the documents regarding listing in the National stock exchange or Bombay stock exchange with details of status of listing as on date of opening of tender, duly self-attested.

3. The copy of the document of incorporation/ registration of the Public listed company (should be at least 5 years prior to date of opening of tender), duly self-attested.

4. The copy of document regarding Person Authorized by the Public Listed Company to issue such certificate, duly self-attested.

5. 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 a copy of final/last bill paid by the public listed company in support of above work experience certificate duly self-attested.

6. The certificate shall not be taken into consideration if any of the above conditions, prerequisites is not fulfilled or required supporting mandatory documents are found deficient.

(i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action (Annexure-V).

(ii) Above format is for guidance only. Any certificate containing required information asked for shall be considered

(iii) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of advertised value of the tender (for works without composite components).

(iv) In case of JV firm, these details are also required for all the members of the JV firm for one similar single work for a minimum of 10 % of cost of any component of work in separate sheet (for work with composite components).

(v) Only those works will be treated as composite works which consist of more than one distinct component such as Civil Engg, Works, S&T work, Electrical work, OHE work etc. and there is separate schedule for each such distinct components in the tender document

ANNEXURE-V

(Para 16.1(b) of General Instructions)

clause No. 6.1 Part-I & 11(iv), Tender Form (Second Sheet), Part-I of GCC-2022, with up to date correction slip

**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..... (here in after called the tenderer) for the purpose of the Tender documents for the work of.....

..... As per the tender No..... of North Western 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 b besides banning of business for a period of up to 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 besides any other action provided in the contract including banning of business for a period of up to two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered
(evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

This affidavit is to be given by each member of JV.

ANNEXURE.V(A)

Reference -Para 6.1 of ITT

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture / 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 backlisted 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**(Para 16.1 (g) of General Instructions)****Clause No.11 (iii) Annexure-I of Part-I of GCC-2022, with up to date correction slip.****LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								

Note:

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.
- (i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
 - (ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Dated:.....

Annexure –VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through..... ,

..... Railway,

Beneficiary Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- **(Designation & address of Contract Signing Authority)**,

Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.. _____, We have

been informed that **[Insert name of the Bidder]** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

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

AND

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through..... **[Insert Name and Designation of the authorized 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	SBIN00RAIL
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-VIB

(Para 16.1 (g) of General Instructions)

Clause No.10.2 Annexure-I of Part-I of GCC-2022, with up-to-date correction slip.

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)

ANNEXURE•VII**(Para 16.1 (h) of General Instructions)****Clause No.11 (iii) Annexure-I of Part-I of GCC-2022, with up to date correction slip.****LIST OF PERSONNEL ORGANIZATION AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.**

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks
1.	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				

Signature of Tenderer/s

Dated:

ANNEXURE VIIIList of deviations in offer (if any) from Tender conditions

S. No.	Tender condition	Deviation if any

*Tenderer to fill deviation (if any) in this Annexure only or submit NIL deviation statement in above annexure.

ANNEXURE-IX

(Para 9.0 (ii)(a) & 16.2.1(a) of General Instructions)

Clause No.14(ii)(a) Annexure-I of Part-I of GCC-2020, with up to date correction slip

CERTIFICATE

(For sole proprietorship firm)

(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

I..... (Indicate Name of Sole prop) S/o.....(Full address of Sole prop) Proprietor of M/s.....(Indicate Name of Proprietary firm) situated at (Full address of Sole prop firm) do hereby solemnly affirm & declare as under: -

1. That I am running a business in the name and style of M/S..... which is a sole proprietorship firm and which has got GST registration No.....
2. That I am the “**Sole Proprietor**” of the firm working in the name & style of M/s..... (Indicate Name – Proprietary firm) at..... (Firm Address)
3. That I/ my Firm..... is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract

Deponent

Signature and Seal

VERIFICATION

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

Deponent

Signature and Seal

Place:-

Date:-

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in Force in that State at the time when such AFFIDAVIT is being executed. Affidavit shall be affirmed before the Notary Public.

Annexure-IX(A)

(Para 16.2.6.1(a) of General Instructions)

Clause No.17.14.2 Annexure-I of Part-I of GCC-2020, with up to date correction slip

**AFFIDAVIT BY SOLE PROPRIETORSHIP FIRM/ HUF WHEN PARTICIPATING IN
JOINT VENTURE**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of proprietor of the firm)**

I.....S/o Shri.....aged about years
R/o..... do hereby solemnly affirm and declare as under:

1. That I am running a business in the name and style of M/s.....which is a sole proprietorship firm and which has got GST registration No.....
2. That I am the sole proprietor of the said firm M/S.....
3. That the Head office of the above named firm is situated at.....
4. That I through my above named firm shall participate in the tender No. issued by North Western Railway for the work namely “_____” in Joint Venture and for the purpose shall enter into and execute joint venture agreement with M/S_____ & M/S_____ (name of other constituent(s) of joint venture).

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of two constituents of the JV however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document)..
3. Each page of the document should be signed by executants.

ANNEXURE-X

(Para 16.2.6 (b) of General Instructions)

Clause No. 17.6 of Annexure-I Part-I of GCC-2022, with up to date correction slip)

MEMORANDUM OF UNDERSTANDING FOR JV

(The Memorandum of Understanding shall be submitted in following format on the non-judicial stamp of Rs.500/- duly notarized by Notary Public)

NOW THIS Memorandum of Understanding is executed at (Name of Place) on this date (DD/MM/YY) between M/s (Name of first constituent and address) as the first party represented by Shriand M/s..... (Name of 2nd constituent and address) represented by Shri..... As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

AND WHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No.dated (Name of work).....of North Western Railway, as mutually decided between members of Joint Venture Agreement.

1. That we M/s..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s will be "Lead Partner" of this Joint Venture.
2. That under this MOU, the work will be done jointly by M/s The first party and M/s the second and so on..... in the name and style of (Name)(Joint venture firm).
3. That we JV firm M/s on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
4. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
5. M/s(Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s (Name of Second Firm) have % and M/s (Name of Third Firm if any) have% share of interest in the JV Firm.

- 6.. That this JV 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.
7. That we all the Joint Venture members authorize Mr./Ms.....one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member... ..(Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed to be summarily rejected.
8. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
- 9 That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
1. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date
(DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date(DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU onthe day,monthand year... first above mentioned, in the presence of the following witnesses: -

1. First party (authorized signatory)
2. Second party (authorized signatory)
3. Third party (if any) (authorized signatory)

With Seal of parties

Witnesses with name & full address: -

1.....2.....

Date.....

Place.....

NOTE: - Should MOU be in more than one separate page, each page shall be

Signed by the authorized signatory.

ANNEXURE-X(A)

(Para 16.2.6 (c) of General Instructions)

Clause No. 17.14.1(iii) of Annexure-I Part-I of GCC-2022, with up to date correction slip)

POWER-OF-ATTORNEY ON BEHALF OF THE JOINT VENTURE

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned
Non Judicial stamp paper should be purchased in the name of the members of Joint Venture)**

KNOW ALL MEN BY THESE PRESENTS THAT WE THE PARTIES whose details are given here under:

1.(name of constituent)..... (address) as the first party.
2.(name of constituent)..... (address) as the second party.

Have entered into a Joint Venture agreement for the purpose of securing the work advertised by North Western Railway vide NIT No.....details of works are as under:
“.....”

The aforesaid Joint Venture shall be known by the name “.....” (Hereinafter called the Joint Venture which Expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns.

We the above said parties, through this power of Attorney do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms.S/o Shri.....(address) who is presently holding the position of inthe firm/ company as our true and lawful attorney (hereinafter referred to as “Attorney”) of the Joint Venture to jointly or severally exercise all or any of the following powers for and on behalf of “..... (name of JV) in connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Western Railway on behalf of the Joint Venture.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. on behalf of Joint Venture
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the Joint Venture in connection with completion of aforesaid tender work and to enter into liability against the Joint Venture.

4. To sign, execute the contract with North Western Railway for and on behalf of the Joint Venture.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above on behalf of Joint Venture.

The Joint Venture agrees and undertakes that in the event of any change in the constitution of the Joint Venture the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.

We all the members of Joint Venture undertake that we shall not cancel or amend this Power of Attorney unilaterally and without prior written consent of North Western Railway.

AND the Joint Venture hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Joint Venture and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF the members constituting the Joint Venture as aforesaid have executed these present, on this..... day of..... 20.... , under the common seal(s)/seals of their companies and/or firms(s), in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signature of authorized signatories & their
Seals:

1. First Party (signature)
Name:
Seal

2. Signature
Name:
Address:

2. Second Party (signature)
Name:
Seal

Specimen Signatures of Attorney Holder in token of acceptance:

Name.....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(seal and signature of Notary Public)

Notes: 1. In this format space has been provided for entering details of two constituents of the JV however if the number vary the details may accordingly be entered.

2. The document should be notarized at its place of execution (Place of signing the document)..

3. Each page of the document should be signed by executants.

Annexure-XI

(Para 16.2.6.2(b) of General Instructions)

Clause No. 17.14.1 (ii) of Annexure-I Part-I GCC 2022 with up to date correction slip

“LETTER OF CONSENT”

(To be submitted by Partnership Firm participating as member of JV)

(to be executed on non-judicial stamp paper as per tender conditions-Non Judicial stamp paper should be purchased in the name of partners of the firm)

We the following partners of M/s..... (Indicate name of firm)
(1).....S/o.....R/o.....2...S/o.....R/o.....3.....
S/o.....R/o.....4.....S/o.....R/o.....5.....S/o.....R/o.....
.....6.....S/o.....R/o.....having its office at.....hereby give our
consent on behalf of M/s..... (Indicate name of firm), which is registered at Registration
No.....by Registrar of Firms....., in favour of
Mr..... (Indicate name of Partner), whose specimen signature are
appended below, for entering into Joint Venture Agreement with M/s.....
(Indicate name of other firm“s)..... having office at
..... in connection with T. No.....Name of work
..... to sign & execute the MOU, JV agreement and all other required documents pertaining
to above said tender on behalf of firm.

We have read the contents of this letter of consent & accept the same and we hereby agree
to and ratify all acts, deeds & things of them or any documents executed by the said partner in the
scope of this letter of consent on behalf of firm.

This letter of consent is made at on

Name & Signature of Partner/s

(Signature of Sh.....)

Date:

Place:.....

1.....

2.....

3.....

Seal of the Firm

(seal and signature of Notary Public)

Note:-

1. The stamp duty of Rs. 500/- or shall be governed by the provision of the Law relating to stamp in force in that State at the time.
2. Each page of the document should be signed by executants.

Annexure-XII

(Para 16.2.6.1(c) of General Instructions)

& clause No. 17.14.2, 17.14.3 and 15 of Annex I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY

(To be submitted by Private/Limited Companies, Sole Proprietor or HUF participating as member of JV)

(to be executed non judicial stamp paper of appropriate value as per law of state concerned- Non Judicial stamp paper should be purchased in the name of proprietor of the firm)

BE IT KNOWN to all that I (Indicate name of Director/Sole Prop.)..... at the Company/Proprietary firm (Indicate Name of Company & CIN no. / Sole Proprietary firm) having its office at do hereby for and on behalf of the said Company/Proprietary firm appoint Sh.....S/o Shriage..... (Indicate Name of Nominee with full address) of the Company/Prop. Firm as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s (Indicate Name of other Co. /Prop. firm)..... Situated at in connection with the following tender invited by North Western Railway:-

“T. No.....Name of work.....”

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Director/ Sole Prop.) Of M/s..... (Indicate name of Co. / Prop. Firm) the above named Director / Proprietor has executed this Power of Attorney.

For M/s.....

(Sign. of Shri.....)

(Sign& Seal.....)

Place...

Date:-.....

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

Note: -

1. Not required if MOU/ JV is signed by Proprietor, Karta of HUF itself

2. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
3. The document should be notarized at its place of execution (Place of signing the document)..
4. Each page of the document should be signed by executants.

Annexure-XIII

(Para 16.2.2 (c) of General Instructions)
& clause No. 18.10(ii), 15 Annex I Part-I of GCC-2022, with up to date correction slip

SPECIAL POWER OF ATTORNEY
(For Partnership Firms only)

BE IT KNOWN to all that we (1)S/o.....R/o..... (2).....
S/o.....R/o.....(3).....S/o.....R/o.....(4).....S/o.....R/o.....(5).....
S/o.....R/o all the partners of the firm namely M/S hereinafter
referred to as „firm“, which is registered at Registration No.....by Registrar of
Firms..... The firm is having its head office
at..... (herein after to be
referred as the 'Firm').

We the above named partners of above named firm do hereby, for and on behalf of the
said firm irrevocably constitute, nominate, appoint and authorize Shri.....
(Name& designation) Special Attorney of the said firm and authorize the saidShri...
..... (Name), whose specimen signature are appended below, to do all or
any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in
respect for the tender No..... (Name of
work)..... invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the
above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on
www.ireps.gov.in for the said Tender. In case the offer is submitted by the person other than
those who is appointed as above and there is difference between the name of the person
authorized as above and the person who digitally submitted the offer then our offer shall be
deemed to be summarily rejected.
4. To attend meetings and submit clarifications including negotiations, if any, called byNorth
Western Railway.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness
measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim
certificate and refer all or any disputes to arbitration.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

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

(Signature of Sri.....)	Executants Partner (Name & signature)
DATE	1.....
	2.....
Place	3.....
	4.....
Seal of Firm	Seal of Firm
Executed and Signed before me on this.....day of At(place).	
(seal and signature of Notary Public)	

Note:-

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. Each page of the document should be signed by executants.
3. The SPOA should be signed by executant partners in presence of 2 witnesses.

Annexure-XIV

**(Para 16.2.1 (b) of General Instructions)
& clause No. 15 Annex I Part-I of GCC-2022, with up to date correction slip**

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only)

BE IT KNOWN to all that I Sole Proprietor of the firm having its registered office at do hereby, for and on behalf of the said firm appoint Shri..... (Name& designation with full address) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No.....
(Name of work) invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor's authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to Arbitration Tribunal.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature with name of Power attorney Holder)

(Name & signature of sole proprietor)

Dated

Place

(Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Annexure-XV

**(Para 16.2.3 (c) of General Instructions)
& clause No. 14(ii)(e) (iii) and 15 of Part-I of GCC-2022, with up to date correction slip**

**POWER-OF-ATTORNEY FOR SIGNING OF BID (when Tenderer is company
incorporated under companies Act)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of the company)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/s
..... (name of company & CIN number) is a
Company registered under the Companies Act, 2013, and having its registered office at...
.....(herein after called the 'Company').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Board of directors of the company the company (company name) have
decided to participate in the tender No. _____ issued by
North Western Railway for the work namely
“ _____ ”

I.....(name and designation) the authorized
representative of M/S
(name of company) duly authorized in this behalf by aforesaid resolution do hereby irrevocably
constitute, nominate, appoint and authorize Mr./ Ms.
_____ (designation) _____ (address) & Mr./ Ms. Mr./
Ms. _____ (designation) _____ (address) who is/are
presently holding the above mentioned position in the company as our true and lawful attorney
(hereinafter referred to as “Attorney”) of the company to jointly or severally exercise all or any of
the following powers for and on behalf of M/S
..... (name of company & CIN number) in
connection with aforesaid bid:

1. To sign and submit Tender and participate in the aforesaid bid of the North Western Railway on behalf of the company.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.
4. To sign, execute the contract with North Western Railway for and on behalf of the company.
5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The company agrees and undertakes that in the event of any change in the constitution of the company the rights and obligations of the company shall continue to be in full force without any effect thereof.

The company undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the Company hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

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

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this... .. day of..... 20.... , in presence of:

WITNESSES:

1. Signature

Name:

Address:

Executants" Signature& Seal of company:

Name:

Designation:

2. Signature

Name:

Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name..... Signature.....

Executed and Signed before me on this.....day of At(place).

(seal and signature of Notary Public)

- Notes: 1. In this format space has been provided for entering details of two authorized persons /attorney holders however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants.

Annexure-XV(A)
(Para 16.2.3 (c) of General Instructions)
& clause No. 14(ii)(e) (iii) of Part-I of GCC-2022, with up to date correction slip

Board's Resolution of company incorporated under companies Act for submitting Tender by company (To be printed on company's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF _____ (Company Name) _____ (CIN _____) (hereinafter referred to as company) HELD ON _____ (Date) _____ AT _____ (Address)

Whereas the Board has been described about NIT No. _____ issued by North Western Railway for the work namely "_____" Board discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the company (company name) shall participate in the above tender. Resolved further that the Board authorizes, Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the company, to jointly or severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss, agree to make any amendments, alterations or modifications thereto and to make representations, submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the company in connection with completion of aforesaid tender work and to enter into liability against the company.

Resolved further that Board authorizes Mr./Ms. _____ (name and designation) of the company to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. _____ & Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the company.

For the Organization,

(Seal of company & Signature of authorized person)

Name: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

- Notes: 1. In this format space has been provided for entering details of two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by authorized signatory(s).
4. Any person / director should not be authorized to execute Power of Attorney in his own favour.

ANNEXURE-XVI

MODEL FORM OF BANK GUARANTEE BOND FOR PG

To
Sr. DFM
North Western Railway, Jaipur

1. In consideration of the President of India acting through (indicate designation of concerned CSTE/Dy. CSTE/Sr. DSTE) (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for----- (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 a bank Guarantee for Rs.----- (Rupees-----only) we, ----- (hereinafter referred to as “the Bank” at the request of -----(contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --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) and our local branch at Jaipur i.e.----- (name, address and branch code of local branch at Jaipur) 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 the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto 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 there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We..... (Indicate the name of bank) and our local branch at Jaipur i.e..... (name, address and branch code of local branch at Jaipur) further agreed with 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 till ----- (office/Department) Ministry of -----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 in writing on or before the -----we shall be discharged from all liability under this guarantee thereafter.
5. We (Indicate the name of bank) and our local branch at Jaipur i.e..... (name, address and branch code of local branch at Jaipur) 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 timeof performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, orextension being granted to the said Contractor(s) or for any forbearance, act or commission 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 ----- (indicate the name of bank) and our local branch at Jaipur i.e. (Name, address and branch code of local branch at Jaipur) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the----- day of----- 2019

For _____ (indicate the name of bank) and our local branch at Jaipur i.e. (Name, address and branch code of local branch at Jaipur)

ANNEXURE-XVII

(Para 16.2.6.3 (b) of General Instructions &

Clause No. 17.14.3 (i) of Annexure-I Part-I of GCC-2022, with up to date correction slip)

**SPECIMEN BOARD'S RESOLUTION OF A PRIVATE/LIMITED COMPANY FOR
ENTERING INTO JV WITH OTHER ENTITIES**

Extract from the minutes of meeting of Board of Directors of the company held on
(Date) at the office of the company situated at
(Address of the company).

RESOLVED THAT(Name of the company) have decided
to participate for the said tender for the work of
..... (Name of the work) in joint venture
with M/s..... (Name of the other Firm/Firms or company/companies
with addresses) in name and style of the JV firm.....(Name of the Joint
Venture firm).

FURTHER RESOLVED THAT Shri (Name and designation of
authorized person of the company) is hereby authorized to execute & sign all necessary documents
for submission of tender documents, JV Agreement and any documents in connection with present
tender on behalf of company etc. For the above mentioned work on behalf of the company.

Signed by Managing Director/

Director/ Company Secretary
of the Company

Dated:

Executed and Signed before me on this.....day of..... At
.....(place).

(seal and signature of Notary Public)

Note:-

1. Stipulations in the above specimen Board's Resolution are for guidance only. Companies can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of the company.
3. The document should be notarized at its place of execution (Place of signing the document).
4. Each page of the document should be signed by authorized signatory(s).

Annexure-XVIII

**Clause No. 16.2.6.2(d) of General Instructions &
Clause No. 17.14.1 (iii) and 15 of Annexure-I Part-I of GCC-2022, with up to date correction
slip**

SPECIAL POWER-OF-ATTORNEY

**(FOR SIGNING JOINT VENTURE AGREEMENT ON BEHALF OF PARTNERSHIP
FIRM)**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of partners of the firm)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS WE

(1)..... S/o Shri..... R/o.....
(2)..... S/oShri..... R/o.....

All are the partners of a partnership firm namely M/s.
.....Name of firm) hereinafter referred to as „firm“, which
is registered at Registration No.....by Registrar of Firms... The
firm is having its head office at..... (hereinafter to
be referred as the 'Firm').

AND WHEREAS we all the above named partners have on.....(date) given our
consent on behalf of firm to participate in the tender No.
.....issued by North Western Railway for the work
namely “.....”in Joint Venture with M/S.....&
M/S.....

We the above named partners of above named firm do hereby irrevocably constitute, nominate,
appoint and authorize Mr./ Ms. _____S/o
Shri _____(address)_____& Mr./ Ms. _____S/o

Shri _____(address)_____ as our true and lawful attorney
(hereinafter referred to as “Attorney”) of the firm to jointly or severally exercise all or any of the
following powers for and on behalf of M/S
..... (name of firm) in connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, on behalf of our firm
with M/S.....&
M/S.....
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc. in connection
with aforesaid bid.
3. To negotiate, discuss, agree to make any amendments, alterations or modifications thereto
and to make representations, submit papers, affidavits and to do any other act and complete
requisite formalities on behalf of the firm in connection with completion of aforesaid tender
work and to enter into liability against the firm.
4. To sign, execute the contract with North Western Railway for and on behalf of the firm.

5. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above and to enter into liability against the firm.

We on behalf of firm undertake that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

We on behalf of firm hereby agree that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the firm and we hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

Specimen signatures of the Attorney are appended below.

IN WITNESS WHEREOF this deed has been signed and sealed by us the under named, on this..... day of..... 20.... , in presence of:

WITNESSES:

1. Signature	Executants Partners	
Name:	(Name)	(Signature)
Address:		
	1.....	
	2.	

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name.....Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(seal and signature of Notary Public)

Notes:

1. In this format space has been provided for entering details of four partners, two constituents of JV and two attorney holders, however if the number vary the details may accordingly be entered.
2. The document should be notarized at its place of execution.
3. Each page of the document should be signed by executants.

ANNEXURE-XIX**Clause No. 16.1(f) of General Instructions &****Clause No. 10.3 Annexure-I Part-I of GCC-2022, with up to date correction slip****(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)**

(Mandatory and applicable for tenders valuing more than
Rs. 20 Cr to calculate Bid Capacity of tenderer)

To
PCSTE/CSTE,

North Western Railway,
Jaipur.

Sub: -Construction works executed and payment received

It is to certify that construction works executed and payment received through construction works of M/s (Name of firm).....during current financial year and preceding three financial years as extracted from, **Balance sheet** are as under :-

Sr. No.	Financial year	Work executed And Payment received through construction works	Page Ref. Of Audited Balance Sheet
1.	Current Financial year (Say A)		
2.	A-1		
3.	A-2		
4.	A-3		

Certificate of Chartered Accountant:

Certified that above contractual payments are correct as per the Audited Balance Sheets

. Yours sincerely,

Date: ...

(Name &Sign. Of Chartered Accountant who
have audited the balance sheet)
Seal of firm
Registration No:-
E-Mail:-

Declaration by the Tenderer:

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer along with Seal.

Note :

- (a) In case of JV firm details of construction works executed by each member of JV is required to be submitted
- (b) In case, the tenderer/s failed to submit the above statement (for tenders valuing more than 20 Cr) along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (C) Alternatively, In support of contractual payment received during the qualifying period tenderer may also submit details in the format attached as Annexure-XIX(A).

Annexure-XIX (A)**Clause No. 16.1(f) of General Instructions &
Clause No. 10.3 Annexure-I Part-I of GCC-2022, with up to date correction slip**

TO BE SUBMITTED IN CASE CONTRACTUAL PAYMENTS RECEIVED ARE BASED ON payment received from concerned Department / Client as per Form 26AS/16A from IT TRACES.

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

(Mandatory and applicable for tenders valuing more than
Rs 20 Cr to calculate Bid Capacity of tenderer)

To
PCSTE/CSTE,

North Western Railway,
Jaipur.

Sub: -Construction works executed and payment received

It is to certify that construction works executed and payment received through construction works of M/s (Name of firm).....during current financial year and preceding three financial years as extracted from, **certificate issued by the employer/ client**, Form 16A , Form26AS etc. are as under :-

For evaluation of Bid Capacity (Maximum value of Contractual payment received in any one year during the last three years and current financial year)

S. No .	Name of work	Name of employer	For th efinancial year	Details of contractual payment received from concerned Department / Client based on Form 26AS/16A from IT TRACES.	Total contract amount received
a	b	c	d	e	f
			3 rd FY		
1					
2					
			2 nd FY		
1					
2					
			1 st FY		
1					
2					
			CURRENT FY		
1					
2					

1. Certificate of Chartered Accountant:

Certified that above contractual payments are correct as per the Audited Balance Sheets

[Signatures of the Chartered Accountant who
have audited the balance sheet.]

- [i] Name: -
- [ii] Address: -
- [iii] Phone No: -
- [iv] Fax No: -
- [v] e-mail ID: -

2. Declaration by the Tenderer:

I hereby declare that the information given above are true and copy of the certificate enclosed is also genuine. If any of the information given above is found to be wrong at any time, my tender will liable to be rejected.

Name and signature of Tenderer
along with Seal.

Annexure –XX

**Clause No. 16.2.4(d) of General Instructions &
Clause No. 14(ii)(f) (iii) and 15 of Annexure-I Part-I of GCC-2022, with up to date correction
slip**

**SPECIAL POWER-OF-ATTORNEY
(For LLP Firm incorporated under LLP Act)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (Name of LLP & LLPIN number) is a LLP
Firm registered under the LLP Act, 2008, and having its registered office at...
..... (here in after called the 'LLP').
AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Partners of the LLP..... (LLP name) have decided to
participate in the tender No. invited by North Western
Railway for the work namely “

I.....(name and designation) the authorized
representative of M/S
(name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably
constitute, nominate, appoint and authorize Mr./Ms.
.....(designation).....(address).....& Mr./
Ms./Mr./Ms.(designation).....(address)..... who is/are
presently holding the above mentioned position in the LLP as our true and lawful attorney
(hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the
following powers for and on behalf of M/S
..... (name of LLP & LLPIN number) in respect of
the aforesaid tender Invited by the North Western Railway:

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and other relevant documents & receive payment on behalf of firm,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of firm.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

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

IN WITNESS WHEREOF this deed has been signed and sealed by Shri..... (name and designation), on this... .. day of..... 20.... , in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signatures of authorized representative &
Seal of LLP:

Name of authorized representative
(Executants):
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1) Name Signature.....

(2) Name.....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Note: -

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

Annexure -XXI

Clause No. 16.2.4(c) of General Instructions &

Clause No. 14(ii)(f) (iii) Annexure-I Part-I of GCC-2022, with up to date correction slip

**Partner's Resolution of LLP Firm incorporated under LLP Act for submitting Tender by
LLP firm (To be printed on Firm's letter head)**

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS
OF _____(LLP Name) having LLPIN_____of
20..... (Hereinafter referred to as LLP) HELD ON (Date)_____AT (Address)

Whereas the Board has been described about NIT No. _____ issued
by North Western Railway for the work namely
“_____”. Partners
discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP (LLP name) shall participate in the above tender

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____&
Mr./ Ms. _____(name and designation) of the LLP, to jointly or
severally sign and submit all the necessary papers, letters, forms, quotes, bids etc, negotiate, discuss,
agree to make any amendments, alterations or modifications thereto and to make representations,
submit papers, affidavits and to do any other act and complete requisite formalities on behalf of the
LLP in connection with completion of aforesaid tender work and to enter into liability against the
LLP.

Resolved further that LLP/Partners authorize (s) Mr./Ms. _____(Name and
Designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of
Mr./Ms. _____& Mr./Ms. _____ the person(s)
above named.

The acts done and documents executed by such above named authorized person(s) shall be
binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of..... At
.....(place).

(Seal and signature of Notary Public)

Note: -

1. Stipulations in the above specimen Resolution are for guidance only. LLP firm can incorporate other stipulation /stipulations relevant with the tender and formation of JV, if required.
2. The above Annexure should be executed on the Letter Head of LLP firm.

Annexure –XXII

**Clause No. 16.2.5(c) of General Instructions &
Clause No. 14(ii)(g)(iii) and 15 of Annexure-I Part-I of GCC-2022, with up to date correction
slip**

**SPECIAL POWER-OF-ATTORNEY
(For Registered Society & Registered Trust)**

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (Name of **Registered Society / Registered Trust**) is a **Registered Society / Registered Trust** registered under the..... Act (Name of the act vide which registered), and having its registered office at..... (hereinafter called the '**Registered Society / Registered Trust**').

AND WHEREAS by its resolution No..... passed in the meeting held on..... of the Executive Member of the **Registered Society / Registered Trust** the **Registered Society / Registered Trust** (**Registered Society / Registered Trust** name) have decided to participate in the tenderNo. _____ invited by North-Western Railway for the work namely “_____”

I.....(name and designation) the authorized representative of M/S (name of **Registered Society / Registered Trust**) duly authorized in this behalf by aforesaid resolution do hereby irrevocably constitute, nominate, appoint _____ and _____ authorize _____ Mr./Ms. _____ (designation) _____ (address) _____ & _____ Mr./Ms./Mr./Ms. _____ (designation) _____ (address) _____ who is/are presently holding the above mentioned position in the **Registered Society / Registered Trust** as our true and lawful attorney (hereinafter referred to as “Attorney”) of the **Registered Society / Registered Trust** to jointly or severally exercise all or any of the following powers for and on behalf of M/S (name of **Registered Society / Registered Trust**) in respect of the aforesaid tender Invited by the North Western Railway :

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement and all other required documents & receive payment.
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books on behalf of Registered Trust/Society.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration

The **Registered Society / Registered Trust** agrees and undertakes that in the event of any change in the constitution of the **Registered Society / Registered Trust**, the rights and obligations of the **Registered Society / Registered Trust** shall continue to be in full force without any effect thereof.

The **Registered Society / Registered Trust** undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North Western Railway.

AND the **Registered Society / Registered Trust** hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the **Registered Society / Registered Trust** and the **Registered Society / Registered Trust** hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this... day of..... 20...., in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signatures of authorized representative & Seal
of **Registered Society / Registered Trust**

Name of authorized representative
(Executants):
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder(s) in token of acceptance:

(1)Name Signature.....

(2)Name).....Signature.....

Executed and Signed before me on this.....day of At
.....(place).

(Seal and signature of Notary Public)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.

Annexure-XXIII**Clause No. 16.1(m) of General Instructions &****Clause No. 16 of Annexure-I Part-I of GCC-2022, with up to date correction slip**

- B. Information and particulars in terms of Para 11(a) of General Instruction regarding retired Railway Engineer (s)/ Officer(s) of the Gazetted rank.

Sr. No.	Name of retired gazette Officer/ Engineer with Designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

Note:- 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired Gazetted Railway Officer/ Engineer, Nil to be furnished in the format.

- 2 In case details are not submitted in terms of Para 11(a) by the tenderer, their offer shall be summarily rejected.

- C. Information and particulars in terms of Para 11(b) of General instructions regarding Relative(s) employed in gazette capacity on North Western Railway

Sr. No.	Name of the relative who is employed in gazette capacity on North Western Railway with Designation	Relation
1.		
2.		
3.		
4.		

Note: - 1. Details as per the above format shall be furnished by the tenderer. The format should Not be left blank. In case of there being no such relative, Nil to be furnished in the format.

2. In case details are not submitted in terms of Para 11(b) of General Instructions by the tenderer, their offer shall be summarily rejected.

Signature of the tenderer.....

Name.....

Annexure-XXIV

Clause No. 16.2.6.4(b) of General Instructions

Partner's Resolution of LLP Firm for entering into Joint Venture (To be printed on LLP Firm's letter head)

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF _____ (LLP Name) having LLPIN _____ of 20.....) (hereinafter referred to as LLP) HELD ON (Date) _____ AT (Address) _____

Whereas the Partners have been described about NIT No. _____ issued by North-Western Railway for the work namely “ _____ ”. Partners discussed the matter and after discussion following resolution was passed:

RESOLVED THAT the LLP..... (LLP name) shall participate in the above tender in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement, with M/S _____ & M/S _____ (name of other constituent(s) of joint venture).

Resolved further that the LLP/Partners authorize(s), Mr./ Ms. _____ & Mr./ Ms. _____ (name and designation) of the LLP, to jointly or severally, sign joint venture agreement, and to sign such other documents and to do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.

Resolved further that LLP/Partners authorize(s) Mr./Ms. _____ (name and designation) of the LLP to execute Power of Attorney in terms of this resolution in favour of Mr./Ms. _____ Mr./Ms. _____ the person(s) above named.

The acts done and documents executed by such above named authorized person(s) shall be binding on the LLP.

For the Organization,

(Seal of LLP & Signature of authorized person)

Name of authorized person: _____

Designation: _____

Place:

Dated:

Executed and Signed before me on this.....day of At(place).

(Seal and signature of Notary Public)

- Notes: 1. In this format space has been provided for entering details of two constituents of the JV and two authorized persons however if the number vary details may accordingly be entered.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by authorized signatory(s).

JOINT VENTURE AGREEMENT.

(to be executed non judicial stamp paper of appropriate value as per law of state concerned-Non Judicial stamp paper should be purchased in the name of the LLP)

KNOW ALL MEN BY THESE PRESENTS: WHEREAS M/S
..... (name of LLP & LLPIN number) is a LLP
registered under the LLP Act, 2008, and having its registered office at.....
(Hereinafter called the 'LLP').

AND WHEREAS by its resolution No..... passed in the meeting held
on..... of the Partners of the LLP, the LLP (LLP name)
has decided to participate in the tender No. issued by
North Western Railway for the work namely “
_____”

in Joint Venture and for the purpose the LLP shall enter into and execute joint venture agreement
with M/S _____ & M/S _____ (name of other
constituent(s) of joint venture) AND THAT M/S _____ (name of the
lead member of joint venture) shall act as the lead member of above mentioned joint venture.

I.....(name and designation) the authorized
representative of M/S
(name of LLP) duly authorized in this behalf by aforesaid resolution do hereby irrevocably
constitute, nominate, appoint and authorize Mr./ Ms.
_____(designation)_____(address)_____ & Mr./ Ms. Mr./
Ms._____(designation)_____(address)_____ who is/are
presently holding the above mentioned position in the LLP as our true and lawful attorney
(hereinafter referred to as “Attorney”) of the LLP to jointly or severally exercise all or any of the
following powers for and on behalf of M/S
..... (Name of LLP & LLPIN number) in
connection with aforesaid bid:

1. To enter into and execute and sign JOINT VENTURE agreement, draft of which has been approved by the LLP, on behalf of the LLP with above named constituents for participating in the aforesaid bid of the North-Western Railway on behalf of the LLP.
2. To sign and submit all the necessary papers, letters, forms, quotes, bids etc.
3. To do any other act and complete requisite formalities on behalf of the LLP in connection with completion of aforesaid tender work and to enter into liability against the LLP.
4. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

The LLP agrees and undertakes that in the event of any change in the constitution of the LLP, the rights and obligations of the LLP shall continue to be in full force without any effect thereof.

The LLP undertakes that it shall not cancel or amend this power of Attorney without obtaining previous written consent of North-Western Railway.

AND the LLP hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by the LLP and the LLP hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF this deed has been signed and sealed by Shri.....(name and designation), on this..... day of..... 20... , in presence of:

WITNESSES:

1. Signature
Name:
Address:

Signatures of authorized representative & Seal
of LLP:

Name of authorized representative:
Designation:

2. Signature
Name:
Address:

Specimen Signatures of Attorney Holder in token of acceptance:

(1) NameSignature.....

(2) NameSignature.....

Executed and Signed before me on this.....day of At
..... (place).

(Seal and signature of Notary Public)

Note: -

1. The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. The Power of Attorney shall duly registered with registrar or notarized.
2. The document should be notarized at its place of execution (Place of signing the document).
3. Each page of the document should be signed by executants

Annexure-XXVI

DECLARATION BY AN EXISTING PARTNERSHIP FIRM
(Fill the relevant para (1.1, 1.2 & 1.3) and strike off the para which is not relevant under Partnership Firm)

I.....S/o Shri, the authorized signatory of partnership firm M/s... do hereby solemnly affirm and declare as under:

That, we are an existing Partnership Firm in the name and style of M/s -----, since ----- MM/YY), having GST Registration no. -----, PAN/TAN No. ----- There has been no change in the Partner(s) of our firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited.

OR

That, we are an existing Partnership Firm in the name and style of M/s -----, since ----- (MM/YY), having GST Registration no-----, PAN/TAN No. ----- Following of our partner(s) has/have quit the Partnership firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

S. No.	Name of quitting Partner(s)	Share of Partner(s) who has/have quitted	Date of quitting (MM/YY)

AND / OR

That, we are an existing Partnership Firm in the name and style of M/s -----, since ----- (MM/YY), having GST Registration no. -----, PAN/TAN No. ----- Following partner(s) has/have joined our Partnership Firm during last 07 (Seven) years ending last day of the month previous to the one in which tender is invited with details as under:

S.No.	Name of joining Partner(s)	Share of joining Partner(s)	
		In the present firm	In the previous firm from where he/they has/have quit and joined the present firm

In case of Para 1.2 and 1.3, following documents as applicable are required to be submitted along with bid: -

- (i) Copy of previous Partnership Deed(s).
- (ii) Copy of Dissolution Deed(s) of previous partnership deed(s).
- (iii) Proof of surrender of PAN No(s) (in case of dissolution of previous partnership firm).

Declaration by the Tenderer: -

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will be liable to be rejected.

Name and Signature of tenderer
along with Seal

Annexure-XXVII**DECLARATION BY NEWLY FORMED PARTNERSHIP FIRM**

I.....S/o Shri, the authorized signatory of partnership firm M/s...
.....do hereby solemnly affirm and declare as under:

1. That, we are the newly formed partnership firm in the name and style of M/s.....Registered with Registrar of firm vide Registration No....., dated
2. In this newly formed Partnership Firm, we are no. of partners. The details of the previous proprietary firm or previous dissolved partnership firm or previous splitted partnership firm(s) wherein any of the partners of the present firm was a proprietor / partner and proposed to use credentials obtained in such previous propriety firm (s) / partnership firm(s) is as under:-

S.N .	Name of person in the newly formed partnership firm	Details of Previous proprietary/ Partnership Firm	Share in newly formed partnership firm	Share in previous partnership firm	Remarks
1.					
2.					
3.					

3. That, following relevant documents are Annexed with bid:-

- (i) Copy of previous Partnership Deed(s).
- (ii) Copy of previous Dissolution/splitting Deed(s) of previous partnership deed(s).
- (iii) Proof of surrender of PAN No(s) (in case of dissolution of partnership firm).

Declaration by the Tenderer:-

I hereby declare that the information given above are true. If any of the above information is found to be wrong at any time, my tender will liable to be rejected.

Name and Signature of tenderer

along with Seal

Annexure-XXVIII**(Para 16.2.6.7 (a) of General Instructions)****Clause No. 14(ii)(b) of Annexure-I Part-I of GCC-2022, with up to date correction slip****AFFIDAVIT BY HUF**

**(to be executed non judicial stamp paper of appropriate value as per law of state concerned-
Non Judicial stamp paper should be purchased in the name of HUF**

I.....S/o Shriaged about.....years
R/o... .. and as Karta of my
Hindu Undivided Family (HUF) affirm on oath and declare as under:-

1. That I am Karta of our HUF which is known as -----(HUF)
2. That as on today, name of coparceners (including name of Karta) of our above said HUF, their father name and their addresses are as under:-

S. No.	Name of Coparceners	Name of Father	Address
1.			
2.			
3.			
4.			
5.			

3. That the above said HUF in existence since ----- --. (Date of incorporation of HUF).

4. That I, in the position of KARTA of Hindu Undivided Family (HUF) am submitting the tender on behalf of HUF and declare that the acts done and documents executed by me shall be binding on the HUF, M/s.....

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

DEPONENT

Verification:

Verified at.....on thisday of.....that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

DEPONENT

Karta of HUF-M/s.....
(seal and signature of Notary Public)

Notes: 1. The document should be notarized at its place of execution (Place of signing the document).

2. Each page of the document should be signed by executants.

ANNEXURE-XXX
(Annexure-IV of GCC-2022)

NORTH-WESTERN RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made
by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities
set forth and shall execute the same with great promptness, care and accuracy in a workman like
manner to the satisfaction of the Railway and will complete the same in accordance with the said
specifications and said drawings and said conditions of contract on or before the
_____ day of _____ 20____ and will maintain the said works for a period of

_____ Calendar months from the certified date of their completion and will observe, fulfill and
keep all the conditions therein mentioned (which shall be deemed and taken to be part of this
contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that
if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep
the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said
works on the final completion thereof the amount due in respect thereof at the rates specified in the
Bill(s) of Quantities here to annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

Annexure-XXXI

**STANDARD AGREEMENT
(For EBR-IF Funded Contracts Only)**

Articles of agreement made on this day -----in the year Two Thousand and Twenty between the President of India, acting through the -----<Zonal Railway> Administration having its office at -----hereinafter called the „Railway“ of the first part and < -----Name of Contractor----> hereinafter called the „Contractor“ of the second part and Indian Railway Finance Corporation Limited hereinafter called the „IRF“ of the third part having its office at -----with GSTIN -----<GSTIN of billing unit (IRFC)>.

First part, second part and third part collectively hereinafter called the „Parties”.

Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement no. -----dated-----with contract cost of Rs ----- for performance of ----- hereinafter called the „Principal Agreement”.

Now it is hereby agreed by and between the parties that Indian Railway Finance Corporation shall be made an additional party to the Principal agreement executed between Railway and Contractor with effect from date of this agreement.

It is agreed by and between the parties that Railway shall continue to be held responsible for all obligations, risk and liabilities, whatsoever, arising out of or in connection with the Principal Agreement and this Agreement, whether during the progress of the work or after its completion.

It is further agreed and understood by and between the parties that IRFC shall be the owner of assets, if any, arising out of execution of works as defined in the Principal Agreement, except the land whose ownership shall continue with Railway. Accordingly, the invoices shall be issued by capturing GSTIN of contractor (as the supplier) and GSTIN of IRFC (as the bill to party). Also, the contractor shall submit the invoice, issued in the name of IRFC, to Railway for processing payment by Railway to Contractor subject to applicable TDS under the Income Tax, GST or any other applicable laws.

It is further agreed by and between the parties that IRFC shall be responsible to comply with Income Tax and GST laws in relation to filing of returns.

It is further agreed and understood by and between the parties that, except for the amended obligations as mentioned above, the terms of the Principal Agreement for all kind of contractual/performance and legal obligations shall remain in full force and effect.

All the communication in relation to the Principal agreement and said Agreement, would only be between party hereto of first part and Second part.

For and on behalf of the President of India

Witness of the Signature

1.
2.
Address:

For and on behalf of the Indian Railway Finance Corporation

Witness of the Signature

1.
2.
Address:

Signature of contractor

<Name of authorized signatory>

Witness of the Signature

1.
2.
Address:

Part-III**SPECIAL CONDITIONS OF CONTRACT (GENERAL & TECHNICAL)**

1.0	<p>All the clauses of General condition of contract-2022 or latest shall be applicable for this contract.</p> <p>These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract-2022 as amended by correction Slips on or before the opening of tender.</p>
2.0	<p>Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:</p> <ol style="list-style-type: none"> Letter of Award/Acceptance(LOA) Bills(s) of Quantities. Special Conditions of Contract Technical Specifications as given in tender documents Drawings Indian Railways Standard General Conditions of Contract-2022 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents. <p>As per Clause No. 1.01 Part-I of GCC-2022, with up to date correction slip</p>
3.0	Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the Railway.
4.0	<p><u>FIGURES, DIMENSIONS ETC.</u></p> <p>Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.</p>
5.0	<p><u>PLEA OF CUSTOM</u></p> <p>The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications</p>
6.0	<p><u>TAXES</u> - The accepted rates should be deemed to include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Outraise, Tolls, Royalties, Seignior ages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.</p>
6.0	<p><u>DEDUCTION OF INCOME TAX AT SOURCE</u></p> <p>In terms of new section 194 inserted by the Finance Act 1972 in the Income Tax Act 1961, the Railway shall at all the time arranging payment to the contractor sub-contractor (in case of sub-contractor only when the Railway responsible for payment of the consideration to him under the contract) for carryout any work (including supply of labour for carryout the work under the contract) be entitled to deduct incometax at source or income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall</p>

	continue to be governed by section 195 of the Income Tax Act, 1961.
7.0	<p><u>NOTICE TO PUBLIC BODIES</u></p> <p>The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by 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 operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.</p>
8.0	<p><u>DAMAGE BY ACCIDENTS, FLOODS OR TIDES</u></p> <p>The contractor shall take all precautions against damage from accident, floods or tides. No compensation shall be paid to the contractor for his plant or material lost or damaged by any cause whatsoever. The contractor shall make good the damages at his cost to any structure or part thereof by any cause during the course of the work.</p>
9.0	<p><u>SERVICE ROADS</u></p> <p>The Contractor/s will be permitted to make use of existing service roads, or service roads constructed by the Railway for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside railway limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at his/their own cost. For the purpose of construction of service roads on railway land, permission will be given free of charge. If any land other than railway land is necessary to be acquired or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/their cost. The contractor/s will not prefer any claim, whatsoever on this account. The Railway, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.</p>
10.0	<p><u>EMERGENCY WORKS</u></p> <p>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 carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the Chief Signal & Telecom Engineer/ Principal Chief Signal & Telecom Engineer, North Western Railway, to the contractor.</p>
11.0	<p><u>MAINTENANCE PERIOD</u></p> <p>(a) For Supply, consultancy and hiring items. The maintenance period is limited to date of completion of work.</p> <p>All works other than mentioned in clause 11.0 (a) above.</p> <p>(b) The tenderer(s) shall be required to maintain the work effectively for a period of One Year (12 Months) from the date of commissioning of the work and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.</p>
12.0	<u>INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE</u>
12.1	The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a Railway employee specifically appointed on his behalf. No work under the contract shall, therefore, be commenced by the contractor without the express permission of the engineer's representative.

12.2	The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the Railway shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of non-compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.
12.3	The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.
13.0	NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE
13.1	The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.
13.2	When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed as per actual irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the Railway Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.
13.3	During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
14.0	<p><u>WARRANTY</u></p> <p>The Contractor(s) shall warranty (ONSITE) the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service.</p> <ol style="list-style-type: none"> 1. The contractor shall warranty that all materials & equipment to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications. 2. This warranty shall start from the date of commissioning and shall expire 3 year (36 months) after thereof. The Contractor shall be responsible for the proper Functioning of the system during the period of warranty.

	<p>3. During the period of Warranty, the Contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment supplied by him, which is of defective manufacture or defective design or defective material/component and becomes unworkable due to any cause whatsoever. The decision of railways to attend to any damage or defect in work shall be final and binding on the Contractor.</p> <p>4. If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause, the contractor shall make the system functional by providing suitable replacements and restore back the original card / equipment after repairs to the same. The card / equipment so repaired should bear warranty equal to the end of original warranty period or minimum Six months from the date of repair, whichever is later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.</p> <p>5. All inspections, replacements or renewals carried out by the Contractor during the warranty period shall be subjected to the same conditions of the contract.</p> <p>6. All replacement and repairs and design change that the Railway shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within one month, promptly and satisfactorily.</p> <p>7. The decision of the Railway in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.</p> <p>8. Due to analysis of failures, if any design deficiency is pointed out by the Railway, the contractor shall rectify it at his own cost.</p> <p>9. In subject of the warranty, the contractor shall make his security deposit as defined in Conditions of Contract & Instruction to tenders, valid to cover the period of warranty also.</p> <p>10. The Maintenance period given at Clause 11.0 above and warranty period shall be executed concurrently from the date of commissioning of work.</p>
15.0	<p><u>SHIFTING OF ELECTRICAL/TELEGRAPH WIRES</u></p> <p>In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in good time but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.</p>
16.0	<p><u>HANDING OVER OF SITE FOR WORK</u></p> <p>The entire land required for this work is available. However, Railway may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.</p>
17.0. 17.1	<p><u>ACCIDENT/NATURAL CALAMITIES</u></p> <p>Vehicle and equipment of the contractor can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.</p>

17.2	For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.
17.3	Contractor may submit list of vehicles and equipment available with him.
18.0	<u>MOBILIZATION ADVANCE</u> (For Contract Value Rs. 25 Crores and Above) As per Provisions of GCC and Railway policy applicable.
19.0	Contractor shall provide suitable manpower to Engineer in Charge or his representative at all times during currency of the contract for assisting him in giving layout of work, carrying out quality checks, taking measurements and other associated activities for effective supervision of work.
20.0	<u>DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR</u> (As per Clause No.26A of G.C.C. 2022 Part-II with up to date correction slip)
20.1	The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.
20.2	In case the contractor fails to employ the Engineer, as aforesaid in Para 20.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways (Para 20.4) through separate instructions from time to time for the default period for the provisions, as contained in Para 20.1.
20.3	No. of qualified Engineers required to be deployed by the Contractor for various activities contained in this works contract shall be as under: - (i) For tenders costing below Rs.50.00 Cr. 1) Graduate Engineer – Minimum 1 Nos. 2) Diploma Engineer – Minimum 1 Nos. (ii) For tenders costing Rs.50.00 Cr. and above. 1) Graduate Engineer – Minimum 2 Nos. 2) Diploma Engineer – Minimum 2 Nos.
20.4	In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 20.1 above, he, in terms of provisions of Clause 20.2 to the Conditions of Contract, shall be liable to pay an amount of Rs. 40,000/- per Graduate Engineer and Rs. 25,000/- per Diploma Engineer for each month or part thereof for the default period for the provisions, as contained in Para 20.3 above respectively.
21.0	<u>PRICE VARIATION CLAUSE</u> (As per Clause No. 46A of GCC 2022 with up-to-date correction slip) Price variation clause is not applicable for this work.
22.0	<u>HANDLING VITIATION DURING VARIATION IN CONTRACT QUANTITIES</u> Applicable as per GCC 2022 and Railway Board Policy.
23.0	<u>TECHNICAL CONDITIONS</u>

23.1	<p><u>SCOPE OF WORK:</u></p> <p>Dy. CSTE (GSU) JP Div : Provision of Coach Guidance Display System on both Platforms at SRGH, LNH, NWH, DOB, RSH, GND, PLSN, RNW, DBLA, KAWT, KKKU, DNK, BWL, MKH, HSI (Total -15) Railway Stations of Jaipur Division</p>
23.2	<p><u>LOCATION OF SITE:</u></p> <p>Surajgarh(SRGH), Laxmangarh sikar(LNH), Nawalgarh(NWH), Dundlodh Mukundgarh(DOB), Ratan Shahr(RSH), Govindgarh Malikpur(GND), Palsana(PLSN), Renwal(RNW), Dabla(DBLA), Kanwat(KAWT), Kanakpura(KKKU), Dhanakya(DNK), Bawal(BWL), Malakhera(MKH) and Harsauli(HIS) (Total -15) Railway Stations of Jaipur Division.</p>
23.3	<p><u>COMPLETION PERIOD:</u></p> <p>The entire work (excluding AMC portion) shall be completed within 12 Months from the date of issue of letter of acceptance (LOA).</p> <p>Extension of DOC Clause 17 A, Part II of GCC</p> <p>17 A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:</p> <p>(i) Extension due to Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.</p> <p>(ii) Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.</p>

	<p>(iii) Extension for Delay due to Railways: In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable. The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17 A(ii) or/ and 17 A (iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion. of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and Conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.</p> <p>The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.</p> <p>Clause 17B, Part II of GCC</p> <p>17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:</p> <p>The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.</p> <p>If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17 A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for such week or part of the week. For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's</p>
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	<p>Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.</p> <p>NOTE:</p> <p>In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) EI for extension of time under clause 17 A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17 A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.</p>
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23.4	Contractor along with his offer will submit a tentative time schedule in the form of bar diagram to show his planning to complete the work. After award of the contract the time schedule will be jointly signed along with engineer-in-charge after carrying out necessary modification as suggested by engineer-in-charge.
23.5	Meaning of similar nature of works: “Any Work involving installation & commissioning of IPIS/Train Indication Display Board/Coach Guidance Display Board Or Any work involving provision of IP-MPLS/VOIP based System/Data communication Equipment’s/Video conferencing system including installation & commissioning of switches routers.”
24.0	<p><u>PAYMENT TERMS</u></p> <p>(i) All costs, damages or expenses, which Railways may have paid or incurred, which under the provisions of contract are Contractor’s obligations will be deducted by Railways from progress payment Bills/Invoice of contractor, as and when it is understood that such an expense has been incurred or paid for.</p> <p>(ii) All such claims of Railways shall, however, be duly supported by appropriate and certified vouchers, receipts or explanations as are available to enable the contractor to identify such claims.</p> <p>(iii) The contractor will be entitled to be paid from time to time by means of “ON ACCOUNT” payment only for such works as in the opinion of the Purchaser’s Engineer which has been executed by him in terms of contract. Payment shall be made on submission of following documents to railway: -</p> <ol style="list-style-type: none"> “ON ACCOUNT” payment shall be made separately for each item/sub item of work given in the Schedule of work. The bill shall be submitted by the contractor for each items of work which has been executed by him. Receipt of material at stores/Site as certified by the representative of Purchaser’s engineer. Original Inspection Certificate issued by Inspecting Officer RDSO/RITES/Consignee. Delivery Challan/Invoice in Duplicate. <p>Subject to any deduction which the Railway will be authorized to make under the terms of contract that may be applicable while accepting the tender, the Contractor shall be entitled for payment as below:-</p>
24.1	<p><u>For SOR items: -</u></p> <p>The payment will be done as per Payment condition defined in each SOR Item of Schedule.</p>

24.2	<u>For NS Items:-</u>
24.2.1	<u>For Supply/ Supply & Installation Items</u> <ol style="list-style-type: none"> 80% of the accepted cost of the items (duly inspected by the nominated Inspection Authority) will be paid on receipt of the equipment by the Consignee. 10% of the accepted cost (in addition to the 80% released above) shall be paid after installation/erection of that particular equipment. The balance 10% of the accepted cost will be paid after commissioning of the station/LC/IBS/Equipment. 100% will be paid for spares & for items, which are not required to be erected/ installed by the contractor, on receipt of the equipment and no loss certificate by Consignee. For Supply & Installation items if for some reason acceptable to Railways, Item is not installed, only 80% payment shall be made as supply cost and 20% balance shall not be paid.
24.2.2	<u>For Installation Items</u> <ol style="list-style-type: none"> 90% on account payment will be done after the supply & installation of the item and on the basis of measurements recorded. Balance 10% of Schedule will be paid on commissioning of the station and afterissuing the satisfactory completion certificate by SSE in-charge of the work.
	<u>Note for Clause 24.0, 24.1 & 24.2</u> <ol style="list-style-type: none"> For items pertaining to consignee inspection necessary purchase voucher of the items is to be submitted. The final bill for the balance payment shall be submitted by the contractor along with “No Claim Certificate”. Railway to clearly define NS items in work schedule.
25.0	FINAL PAYMENT: On the basis of Final Acceptance Certificate issued by the Engineer for all the workscovered in this contract, the final bill for the balance payment shall be submitted by the contractor along with “NO CLAIM CERTIFICATE”. The Final Acceptance Certificate shall be issued by Engineer only when: <ol style="list-style-type: none"> He has accepted the work wholly. The maintenance period is over. All the released materials are handed over by the contractor correctly and stockedas indicated. Material reconciliation done and all the unused Railway materials returned to Railway Stores in good condition.
26.0	INSPECTING AUTHORITY Inspecting authority: For SOR Items: As specified in the SOR item. For NS Items: shall be RDSO/RITES/Consignee (Rly's representative). (To be decided by Railway as Applicable)

26.1	<p data-bbox="396 149 802 176">INSPECTION OF MATERIAL</p> <ul style="list-style-type: none"><li data-bbox="428 184 1406 386">a. All materials to be used for installation shall be subject to inspection by RDSO/RITES/Railway's representative at the manufacturer's premises. For this purpose, the Contractor shall give sufficient notice of time to RDSO/RITES/Railway's representative when the material is ready for testing/inspection. All facilities as may be necessary shall be provided for carrying out the tests.<li data-bbox="428 426 1406 558">b. Whether a product has or has not been accepted at the point of manufacture, if, upon arrival at destination, it does not meet the requirements of the specification, it may be rejected and the Contractor shall undertake disposal of the rejected products and shall bear all charges.<li data-bbox="428 598 1406 764">c. The contractor shall make such tests as may be necessary to demonstrate to the satisfaction of the Railway that the apparatus and the system as installed are in accordance with the requirement software the specifications and contract. The Contractor shall provide such instruments and apparatus as may be necessary for making the tests.
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26.2	<p>INSPECTION CHARGES</p> <p>The inspection charges for the inspection service rendered to the S&T contractors executing Signal/Telecom works shall be borne by the Railway. The Re-inspection charges for the re-inspection service rendered to the S&T contractor for any reason shall be borne by the Contractor</p>
27.0	<p><u>STORES</u></p>
27.1	<p><u>CONSIGNEE</u></p> <p>The consignee for this work will be <u>Senior Section Engineer (Telecom)/GSU/Jaipur</u> or any authorized person nominated by <u>Dy. CSTE/GSU/JP.</u></p>
27.2	<p><u>LOADING /UNLOADING OF MATERIAL</u></p> <p>The material shall be delivered by the Contractor at the <u>Senior Section Engineer (Tele)/GSU/JP.</u> Material supplied by Railways for execution of the work & the materials delivered by the contractor shall be transported from the any Store of NWR to the site of work by the contractor.</p>
27.3	<p>MATERIALS AND WORKMANSHIP</p> <p>i) All the items which are to be procured as per IRS/RDSO specifications shall be procured from RDSO approved firms. Electrical / Electro Mechanical items which appear in RDSO approved list and supply value is above <Rs.5,00,000/-> should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items (as mentioned by RDSO), will be inspected by RDSO. Any relaxation with respect to procurement /inspection shall be with the prior approval of the competent authority. The Railways' decision shall be final and binding on the contractor.</p> <p>ii) Certificate of inspection to be submitted along with the supply.</p> <p>iii) Before placing order and arranging supply of material, approval regarding inspecting authority will be taken from Dy. CSTE/GSU/Jaipur office.</p> <p>iv) The Railway shall have full powers to reject any material that the Railway may consider to be defective or inferior in quality of material, workmanship, design or otherwise, not in accordance with the specifications and drawings specified by the Railway.</p>

	<p>v) The Contractor shall remove for the with all rejected materials and replace such material at Contractor's expenses.</p> <p>vi) All material should be in properly packed condition and the consignee reserves the right to reject the material even though it was passed by RDSO.</p> <p>vii) When any stores delivery at the consignee's depots is rejected, this shall be removed by the contractor within 30 days from the date of rejection. Such rejected stores shall lie at the contractor's risk from the date of rejection. If the stores are not removed by the Contractor within this period, the purchaser or his nominee shall have the right to dispose of such stores, as though fit, at the contractor's risk and account.</p> <p>viii) The purchaser shall also be entitled to recover from the contractor, handling and ground rent/demurrage and any other charges for the period during the rejected stores are not removed after the period a for mentioned.</p>
27.4	<p><u>Indemnity by Contractors (Clause No.15 of GCC):</u> -The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.</p>
27.5	<p>Procedure for Store Receipt & Material Accountal.</p> <p>i. For every work, a Tally book shall be opened by store In-charge. Receipt/dispatch/transfer/Balance entries are shown in Tally Book. Separate page is nominated for each item in Tally Book as per work schedule.</p> <p>ii. Material is received based on request of contractor. Contractor gives in writing the details of item including serial number and quantity of work schedule to SSE/Incharge. SSE/Incharge will inspect the material and its related documents mandatory as per contract agreement and material is entered to the Tally Book assigned for this particular work if found in order as per contract.</p> <p>iii. Whenever material is required for execution of work at site, contractor will request SSE/Incharge for issuing of material on his letter head/demand signed and stamped by his authorized person.</p> <p>iv. For issuing the material required by contractor as above, SSE/Incharge shall fill E- 49 Form (Called HR) mentioning all relevant details and this form shall be signed by both SSE/Incharge and authorized representative of contractor. There after material is taken by contractor for site of work and stored temporarily under his own custody. Material so stored temporarily at site shall be secured and protected</p>

	<p>by the contractor at his own resources.</p> <p>v. While filling up measurement book, reference of E-49 and Tally Book are to be mentioned wherever required (applicable for both running & final bills).</p> <p>vi. Work site register will be maintained by the contractor for recording daily work progress and measurements which is also signed by Railway's representative deployed by SSE/Incharge.</p> <p>Note: Paras i, ii, iii, iv, v and vi above, are applicable for accountal of material supplied by the contractor of sanctioned works costing less than Rs.2.5 Crores.</p> <p>a) Procedure for accountal of material supplied by the contractor of sanctioned works costing more than Rs.2.5 Crores:- In addition to accountal of material supplied by the contractor of sanctioned work costing less than Rs.2.5 Crores as mentioned in Para i, ii, iii, iv, v and vi above, field units should also maintain register and accountal of register at site MAS (Material at Site) in accordance with Para 1436 to 1446 of Engineering Code. The contractor will provide necessary assistance for this purpose.</p> <p>b) CONSIGNEE: The consignee for this work will be Senior Section Engineer (Tele) GSU/JP or other nominated person by Dy. CSTE/GSU/JP.</p> <p>c) LOADING/UNLOADING OF MATERIAL: All the material shall be transported by the contractor from any Store of NWR to the site of the work and vice versa with his own cost.</p> <p>d) Before issuing Railway material to the Contractor, SSE/Incharge will ensure that contractor has already indemnified all the Stores handed over to him and executed the Indemnity Bond for this purpose on standard Performa given along with these documents in Appendix-AG.</p> <p>e) The material which will be supplied by the Railway for execution of work will also be transported by the contractor from any Store of NWR to the site of the work.</p> <p>f) All stores drawn by the tenderer shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the Site Inspector-in-charge.</p> <p>g) Empty cable drums will be the property of the Railway and shall be returned back to Railway store of SSE/Incharge by the contractor. If cable drums are not fully empty, then cable shall be rolled back in same cable drum and handed over to Railway store. If empty cable drums are not returned back then recovery @Rs.560/per empty cable drum will be recovered from the running/final bill of the contractor.</p>
27.6	<p><u>Security of Material</u></p> <p>a) Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts by outsiders or his labour or damage of any sort.</p> <p>b) The cost of stores lost shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract executed by</p>

	<p>Govt. of India.</p> <p>c) The Contractor will indemnify all the Stores handed over to him and will execute the Indemnity Bond for this purpose on standard Performa given along with these documents. Execution of the Indemnity Bond will precede handing over any material to the Contractor..</p>
27.7	<p>Return of Surplus Store</p> <p>a) The stores found to be surplus shall be returned to Consignee by the Contractor with his own staff with immediate effect and proper (-) minus hand receipt will be issued to contractor on receipt of surplus material by the Railway depot staff.</p> <p>b) The contractor shall account for all material that was issued to him. A register shall be maintained by the contractor, which shall be signed by the Contractor as a token of receipt of material. All the issued material shall either be used in the installation or returned to Consignee.</p>
27.8	<p><i>Return of Released Store</i></p> <p>a) Released material shall be handed over to Consignee in systematic manner. Proper care should be taken while releasing & transporting the material at General Stores, of NWR (for the material to be D-S8ed) and other released material at Signal Stores (which will not be D-S8ed).</p> <p>b) Unless or otherwise specified, the rates cover the cost of tools and plants, ladders, scaffoldings and all other equipment's required for dismantling.</p> <p>c) Unless otherwise specified, the rates include leading of material up to the store of SSE/Tele/GSU/JP, the Store Depot of North Western Railway, stacking dismantled material in the store as required specially item wise.</p> <p>d) Royalty, Octroi and other charges on materials to be supplied by the contractor for construction of work except those to be supplied by the Railway will be borne by the contractor/s.</p>
28.0	<u>WORKS</u>
28.1	<p>SPECIFICATIONS, DRAWINGS</p> <p>A). Supply of following diagrams/documents shall form part of the contract (as applicable):-</p> <p><i>Documents for work:</i></p> <ol style="list-style-type: none"> Cabling and wiring diagram specific to each installation. Equipment layout drawing at each installation Acceptance test results for each installation Power supply arrangement Diagram with appropriate ratings of each module Details Interconnection Drawing to each installation' Operation and Maintenance manual for each equipment. <p>The documents, which are specific to installation, will be supplied in 6 copies for each installation. These documents should be prepared on CAD and will be made available on CDs also, so that they can be modified as and when individual installation change.</p>

	<p>Note: All above documents initially shall be prepared by contractor and shall be submitted to Engineer in charge for approval and contractor will start the work after approval of drawing.</p> <p>The contractor shall be solely responsible for ensuring that the requirement of safety are incorporated in all designs and drawings and the drawings furnished by him, although these may have been approved by the Railway.</p> <p>Specifications, drawings, requisites and requirements referred to in the body of this specification form an essential part thereof.</p> <p>The sources from which the drawings & specifications referred to in this Tender can be obtained from Engineer-in-charge.</p> <p>Installation shall comply with the requirements to the following manuals/books:-</p> <ul style="list-style-type: none">• Telecom Engineering Manual• Engineering Code• P-way manual• General & subsidiary Rules with latest correction slip.• Schedule of dimensions.
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28.2	<p>INSPECTION OF WORKS</p> <p>(i). The completed installation at all stages shall be subjected to checks and tests decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system. It will be the responsibility of the contractor to rectify any discrepancy noticed within a period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by Dy CSTE/GSU/JP and SSE/Tele/GSU/JP. The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.</p> <p>(ii). The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work found to be defective or of inferior quality, adulterated or otherwise unacceptable.</p> <p>(iii). During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specification, such samples to be prepared for testing and forwarded free of all cost to the Railway.</p> <p>(iv). A logbook will be kept at the work site by the contractor. The inspecting officer of the Railway may in addition to oral instruction to the representative of the contractor at the work site, enter such instruction as he deems fit in this log book. The contractor will be responsible to note necessary action and remedy the defects and ensure that the instructions either oral or written are complied with. His non-noting the logbook entries shall not be considered sufficient grounds for non-compliance of the instructions.</p>
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28.3	<p>APPROVAL & MEASUREMENT OF WORK</p> <p>(i) The contractor will obtain written approval of the supervision after completion of the various sub- items of each work mentioned in the Schedule (wherever applicable).</p> <p>(ii) Contractor's e-MB shall be followed for all contracts costing more than RS. 5 crore. The detailed procedure for recording of Measurements, provisional payment, test check final payment etc. Shall be as per para 1316A of the Indian Railway Code for Engineering Department as per Railway Board letter No. 2017/CE-I/CT/9 dated 31.05.2023</p> <p>(iii) The contractor shall sign the measurement as a token of acceptance of the measurement entered by the supervisor in-charge of the work (wherever applicable).</p> <p>(iv) The contractor should ensure that measurement has been made for such work, which is not possible to measure subsequently and shall remain hidden. For example:</p> <ul style="list-style-type: none"> • after trenching is done • after RCC trunk is placed in trench and properly aligned. • after the above is laid properly. • after the earth is filled. • After brick/slab/capping is laid. <p>(iv). Back filling of the trench shall be done only after the inspection and written confirmation from the Railway representative.</p> <p>(v). The contractor shall maintain record of cable laid as per Performa provided by Railways.</p> <p>(vi). Cable laying shall be done as per policy / guidelines issued by RDSO vide letter no.</p> <p>STS/E/Cable Laying Practices dated 31st October*2011 or latest.</p> <p>(vii). S&T Inventory / Assets register should be maintained as per Performa specified in the note issued by CSTE/NWR vide note no. SG/176/1 dated 13.09.2012 or latest.</p> <p>(viii). Measurement of works by Contractor's authorized representative shall be applicable only if it is decided so by the Railway..</p>
28.4	<p>MODIFICATIONS</p> <p>i). The contractor shall be responsible for and supply any additional equipment without extra cost for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him, whether such drawings or particulars have been approved by the Railway or not due to inaccurate information or particulars furnished to the Contractor on behalf of the Railway. If any dimensions/figures upon the drawings or plans differ from those Obtained by scaling the drawings or plans shall be taken as correct.</p> <p>(ii). Any minor modifications required during the course of work shall be done without extra charges and the Railway's decision as to whether the modifications are minor or not shall be final. Where modifications are not minor and the Railway is satisfied that the modifications are essential, they shall be carried out at extra charges to be approved by the Railway.</p>

29.0	<p>TRAINING</p> <ol style="list-style-type: none"> 1. The contractor shall provide adequate training at the manufacturer's premises to Railway personnel in planning, design, installation, operation and maintenance of the each equipment's and system supplied under the contract with free of coast. 2. The tenderer shall undertake to train Railway personnel nominated by Railways in different aspects of equipment which include: <ol style="list-style-type: none"> a) System design and architecture b) Field installation, testing, commissioning. c) Operation, maintenance and repair, covering both hardware and software with cost analysis d) Fault diagnosis and analysis e) Failure rectification methods f) Data base programming g) All the issues arise out of day to day maintenance of the system. 3. The training should be comprehensive so as to impart full knowledge to Railway personnel deputed for the training to independently execute the installation, operation, maintenance, repair and minor alteration of all equipment. The training course should, apart from formal classroom training, include hands on practical experience and visits to working installation. The contractor shall make a ll necessary arrangement for the same. The place of training shall normally be at the manufacturer's premises or as decided mutually between the Railway and the Contractor. OEM should provide competency certificate to the Railway Personals for the training imparted. Hard copies and soft copies of course module shall be supplied by the contractor to each trainee. The training courses should, apart from formal class room training, include hand on practical experience and visits to working installation. 4. The contractor shall at every stage of installation, testing and commissioning provide all facilities for adequate training of NW Railway personnel who may be deputed to work on the project. 5. The requirement of training in man-weeks has been indicated in the schedule of Works. The tenderer shall quote for the man week rates and Railways shall have the right to vary the training period indicated in the schedule of works. 6. Set of documents related to training in adequate quantity shall be provided.
30.0	Contractor must adhere Telecom Circular No.09/2023 dated 12.06.2023

Part-IV

TECHNICAL SPECIFICATIONS & INSTALLATION PRACTICES

TECHNICAL CONDITIONS & SCOPE OF WORK.

1. **Scopes of work:** “The scopes of work of this contract mainly comprises of the provision of Train display boards & Coach Guidance Boards SRGH, LNH, NWH, DOB, RSH, GND, PLSN, RNW, DBLA, KAWT, KKU, DNK, BWL, MKH, HSI (Total -15) Railway Stations of Jaipur Division.”
2. Scope of work also includes integration of complete IPIS system with NTES at each station as per Railway Board guidelines.
3. All the items/equipment's provided in the work should carry an onsite warranty (the location specified in the warranty agreement to diagnose and fix the issue) of 03 years from the date of satisfactory commissioning of the system. The warranty includes of replacement of faulty cards/parts/equipment.
4. During warranty period contractor will post the OEM authorised staffs who are well conversant with the working of this system. Any minor alterations which may become essential due to problems noticed while working will be carried out by the contractor.
5. During the warranty period (36 months after commissioning) the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant or from faulty erection of the equipment under the supervision of the contractor, but not otherwise and shall remedy such defects at his own cost and when called upon to do so by the purchaser who shall state in writing in what respect the portion is faulty
6. Tenderer should submit undertaking issued by Original Equipment Manufacturer (OEM) that OEMs will provide support on Installation, testing and commissioning including after sales support for the procured from the OEM.
7. Contractor will provide shed/Bird protector at all outdoor/indoor equipment (Coach Guidance Display Board, At a Glance Display Board, Multi line/Single Display Boards).
8. Contractor has to adhere the policy of Preference to Make in India.
9. Work to be done in proper manner without disturbing aesthetics of surroundings.
10. No hanging/loose wiring should be there.
11. The Contractor shall not execute the work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the site in-charge.
12. Contractor will be himself responsible for the safety of his personnel during execution of work. Railway will not be responsible for making payment for any type of compensation.
13. All the items/material to be supplied by the contractor should confirm to the RDSO specification No. given in the schedule duly inspected by RDSO/RITES. Left over items of the schedule shall be inspected by the Engineer/ Supervisor consignee. Railway reserves the right to reject any material supplied by the contractor if found not confirming to the specifications.

14. The Contractor shall maintain and provide the service free of cost for one year from the date of the commissioning of the system under which the equipment shall also be guaranteed towards any defects in workmanship and material during the period.
15. All material shall be supplied to SSE/Tele/GSU/JP.
16. All the material supplied by contractor or Railway should be transported at the site free of cost by contractor.
17. All other technical instructions given by the **Dy. CSTE/GSU/JP** will be binding in the contract or in addition to what are mentioned in the schedule. All the work is to be carried out as per instruction of site in-charge.
18. The Contractor will have to train SSE/JE and maintainers of Railway free of cost for maintenance of the system, the trainees should be explained the complete wiring diagram, technical specifications of equipment used, trouble shooting of fault etc.
19. The contractor shall have to supply sets of operation and maintenance manual at least 15 days before the date of testing and commissioning the system.
20. Hardware- Complete details of hardware arrangements block diagram and circuit diagram should be supplied by the contractor in three copies.
21. Software – Complete details of software including passwords added at different stages of software should be supplied along with the system in three copies.
22. Consignee of this work will be SSE/Tele/GSU/JP or nominated person by Dy. CSTE/GSU/JP.
23. The contractor will have to furnish Landline No./Mobile No. of his Office for day-to-day dealings/communication to Railways.
24. The project must be planned and executed with mutual coordination between contractor & Railways.
25. Railway Board Policy of Trusted Telecom Portal should be strictly followed. (Make and Model of Supplied Datacom items i.e. LAN Switches, routers should be listed on the Trusted Telecom Portal as per the guidelines of NWR Headquarter letter no. SG/244/1/NWR/Vol-V Dt: 13.09.2024.

NS03- 5.0 KVA on line UPS

Parameters	Specifications
Configuration	5 KVA on line UPS system with isolation transformer
Technology	True online double conversion UPS with PWM-IGBT technology with cold start facility
Capacity	5 KVA/ 4.5KW @ 0.9pf
AC input voltage range	160V-280V AC, 1 phase
Input frequency	50 Hz \pm 10% (suitable for generators)
AC output voltage	210V/220V/230V AC (user selectable), 1 phase \pm 1% (sine wave output)
Output frequency	50 Hz \pm 0.05Hz
Inverter efficiency	92%

Overload capacity	120% for 10 minutes, 150% for 1 minute
Crest factor	4:1
Harmonic distortion	Less than 3%
Isolation transformer	Built in galvanic isolation transformer
Indications & audio alarms	Mains on, inverter ON, Overload, Load on mains, Load on battery, Battery low
Digital metering	Digital display for measurement of AC voltage, battery voltage, battery current, Load current, output frequency.
Battery & battery back up	Sealed maintenance free battery (SMF), 15360 VAH minimum
Warranty for UPS (Years)	03
Warranty for Batteries (Years)	03

NS-04 (19" 42URack): -

SN	Item	Description
1	Dimension	As per requirement
2	Side Panel	To be Provided across whole height of the rack should be openable with latching arrangement at top and bottom.
3	Front Door	Rack should have front door tough and transparent glass fitted MS/CRCA sheet on sides with lock and key
4	Rear side	shall be perforated for appropriate level as per industry standard
5	Top & Bottom	Rack top and bottom should be MS/CRCA steel made with cable entry provision with glands at both side.
6	Fan Module	Compact fan module of 90CFM working on 230VAC 2 nos. with each rack properly fitted at top of rack.
7	Erathing Provision	Rack should have earthing provisions.
8	Cable Manager	2no.horizontal and 2no. Vertical cable manager with cable loops to be provided with each rack
9	Power Distribution unit(PDU)	PDU is of 6 Sockets o branded make such as Havells or equivalents with 6AMP with switch
10	The rack should be fitted with one modem tray 19".	

11	The earthing kit consisting of copper bus copper bus bar with dimensions 20n inch length, 1.0 inch breadth & 5mm thickness having appropriate number of M6 tapped holes and 3 brass nut bolts and washers for fixing of earhting cable shall be fixed near the bottom of the rack.
12	The good quality powder coating light grey in colour shall be used for painting of the rack and Load Bearing Capacity (KGS) 1000.
13	The rack should be fitted with dual source power supply distribution board and Support cable entry from top or bottom
14	Indian railway LOGO along with Year in bold and easily recognizable fonts should be written at the front top of the rack preferably in black or blue colour.
15	Rack should be have 4 no.of Fan For Heat dissipation and Heavy Duty Caster Wheels
16	OEM should have a valid ISO 9001 certification on the date of opening of bid
17	Rack should be minimum IP20 certified. Rack should also comply with EIA 310/DIN 41494 standards

NS-05 (19" 9URack): -

SN	Item	Description
1	Type	Closed Telecom rack wall/pole mounted
2	Dimension	500 MM (Height)X 600 MM (Width) X600MM (Depth)
3	Mounting	Rack should have wall/channel/beam mounting with heavy brackets and fasteners of required shape and size as per site condition
4	Front Door	Rack should have front door tough and transparent glass fitted MS/CRCA sheet on sides with lock and key
5	Ventilation	MS/CRCA door plain having ventilation holes bottom side with dust filters.
6	Top & Bottom	Rack top and bottom should be MS/CRCA steel made with cable entry provision with glands at both side.
7	Fan Module	Compact fan module of 90CFM working on 230VAC 2 nos. with each rack properly fitted at top of rack.

8	Erathing Provision	Rack should have earthing provisions.
9	Cable Manager	1no.horizontal and 1no. Vertical cable manager with cable loops to be provided with each rack
10	Power Distribution unit(PDU)	PDU is of 6 Sockets o branded make such as Havells or equivalents with 6AMP with switch
11	The rack should be fitted with one modem tray 19"and Back side of the rack should be closed with a removable panel.	
12	The good quality powder coating light grey in colour shall be used for painting of the rack	
13	Indian railway LOGO along with Year in bold and easily recognizable fonts should be written at the front top of the rack preferably in black or blue color.	
14	OEM should have a valid ISO 9001 certification on the date of opening of bid	
15	Rack should be minimum IP54 certified. Rack should also comply with EIA 310/DIN 41494 standards	

NS17 - 55” LED UHD smart TV

- Resolution: 4K Ultra HD (3840 x 2160p)
- Screen size- 55"
- Display technology- LED
- Refresh Rate: 60Hz
- Connectivity: 4 HDMI Ports, 1 USB Ports to connect hard drives and other USB devices, 1 Headphone Jack, 1 AV Output Slot, 1 RF Slot
- Sound: 20 Watts Output or higher, AI Sound, AI Acoustic Tuning, Clear Voice III, Down Firing Speaker Direction
- Display: Intelligent Quad Core Processor 4K, 178 Degree Wide Viewing Angle, Active HDR, HDR 10 Pro | HLG, HDR Dynamic Tone Mapping, Advance Color Enhancer, Double Step Noise Reduction, True Color Accuracy, 4K Upscale
- Smart TV Features: Web OS, AI Thin Q, In-Built Wi-Fi, Web OS Home, Magic Control Remote, Warranty: 3 Year

NS-26 (Portable workstation notebook): -

Component/Description	Requirement
Processor	11th Gen Intel® Core™ i5 (12 MB cache, 10 cores, 12 threads, up to 4.40 GHz Turbo) or superior.
Operating System	Windows 10 Pro, English
Video Card	Integrated Intel® Iris®-Xe Graphics or Higher,
Memory	8 GB, DDR4, 3200 MHz, integrated or Higher
Primary Battery	3 Cell
Keyboard	English International backlit keyboard,
Hard Drive	512 GB, M.2, PCIe NVMe SSD or Higher
Wireless	Intel Wi-Fi 6E + Bluetooth Wireless Driver
Display	Laptop 14.0" FHD (1920x1080) AG, Non-Touch, WVA, 250 nits, FHD IR Cam, WLAN, Carbon Fiber or Superior
Camera	FHD/IR Camera with Mic or superior

Microsoft Office	Microsoft Office Home and Studio 2021 or higher with lifetime subscription
Security Software	McAfee® Small Business Security 36-month subscription or higher
Make/Model	HP/ASUS or similar
Bag	HP/ASUS bag or superior.

NS-38 (Local Craft Terminal): -

- **Motherboard**
 - Chipset Series Intel Q Series
 - Chipset Number Intel Q670
 - Expansion Slots (M Dot 2) 3
- **Processor**
 - Processor Make Intel
 - Processor Generation 12
 - Number of Cores per Processor 6
 - Processor Base Frequency (GHz) 2.5
 - Processor Description Intel Core i5
 - Processor Number Intel Core i5 12400
 - Out of Band Management NA
 - Cache (MB) 18
- **Graphics**
 - Graphics Type Integrated
 - Graphic Card Description UHD Graphics 730
 - Size of Memory in Case of Dedicated Graphic Card (GB) 0
 - Size of VRAM in case of Integrated Graphics (MB) 128
- **Operating System**
 - Operating System (Factory Pre-Loaded) Windows 11 Home
 - Recovery Image Media CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / On Line / Cloud,
 - OS Certification Windows
- **Memory**
 - Type of RAM DDR4
 - RAM Size (GB) 8
 - RAM Speed (MHz) 3200
 - Total Numbers of DIMM Slots Available 2
 - Number of DIMM Slots populated 1
 - RAM Expandability up to(using spare DIMM Slots in GB) 64
- **Storage**
 - Type of Drives used to populate the Internal Bays SSD
 - Number of Internal Bays populated with HDD 0
 - Capacity of each HDD (GB) NA
 - Total HDD Capacity (GB) 0
 - Number of Internal Bays populated with SSD 1

- Capacity of each SSD (GB) 512
- Total SSD Capacity (GB) 512
- Optane Memory (GB) 0
- **Display**
- Display Size (INCHES) 23.8
- Display Type Non Touch
- Panel Technology IPS
- Display Resolution (PIXELS) 1920x1080
- Availability of Webcam integrated with Display Yes
- If yes, Resolution of Webcam FHD
- Availability of Speakers integrated with Display Yes
- If Yes, Number of Speakers available 2
- Wireless Connectivity Yes
- If Yes, Type of Wireless Connectivity Wi-Fi 6E AX211 (2X2) + Bluetooth 5.3
- Number of Ethernet Ports 1
- **Connectivity** Type of Ethernet Ports 10/100/1000 on board Integrated Gigabit Port
- Bluetooth Connectivity Yes
- If Yes, Version of Bluetooth Available 5.3
- **Ports**
- Number of USB Version 2 Point 0 Ports 0
- Number of USB Version 3 point 0 / 3 point 1, Gen 1
- Ports 2
- Number of USB Version 3 point 1, Gen 2 Ports 3
- Number of USB Type C Ports 1
- Number of Serial Ports 0
- Number of VGA Ports 0
- Number of HDMI Ports 1
- Number of DP Ports 2
- **Generic**
- Optical Drive N/A
- Audio-in No
- Audio-out No
- Headphone out Yes
- Microphone-in Yes
- Stand Standard
- **Power**
- Power Supply External
- Power Supply Capacity (Watt) 150
- Minimum Power Efficiency Range (%) 85 - 90
- **Certification**
- BIS Registration under CRS of Meity Yes
- BIS Registration Number and its Validity R-61002135
- ROHS Compliance Yes
- BEE / Energy Star for the given Model Yes
- Other Certification Available UL,CE,FCC
- **Input Devices**
- Mouse Connectivity Wired

- Type of Mouse Optical Scroll
- Keyboard Connectivity Wired
- Type of Keyboard Standard
- **Operating Conditions**
- Minimum Operating Temperature 5 degree Celsius
- Maximum Operating Temperature 35 degree Celsius
- Minimum Operating Humidity (%RH) 5
- Maximum Operating Humidity (%RH) 90
- **Warranty** On Site OEM Warranty (Year) 3

NS-39 (Multifunction Machine):-

- Print Technology Laser
- Type of Machine Multifunction Machine
- Type of Printing Mono
- Cartridge Technology Separate Drum and Toner (Mono Component)
- Developer Unit Yes
- Platen/Flatbed Size A4
- Paper Size (Original/Image) A4/A4
- RAM size (MB) 512
- Hard Disk Capacity(GB) 0
- Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Mono 40
- Minimum Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour 0
- Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono 0
- Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour 0
- Scanning Feature Availability Yes
- Duplexing Feature Availability Yes
- Faxing Feature Availability No
- Speed of Fax, If Fax Feature is available NA
- Networking Feature Availability Yes
- If yes, Type of Network Interface Ethernet 10/100/1000
- Wi-Fi Availability No
- If yes, Wi-Fi Type NA
- Original Document Feeder Type DADF/RADF
- Feeder Capacity (Number) 50
- Number of Main Paper Tray 1
- Each Main Paper Tray Capacity (Number) 250
- Bypass Facility Yes
- If Yes, Bypass Tray Capacity 100
- Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Cyan colour
- (Number of prints) 0
- Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Yellow colour
- (Number of prints) 0

- Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19798/2007(E) for Magenta colour
- (Number of prints) 0
- Yield of the cartridge/Ink Tank/Ink Pack supplied with Machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints) 3600
- Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Cyan
- (Number of Prints) 0
- Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Yellow
- (Number of Prints) 0
- Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Magenta
- (Number of Prints) 0
- Life of Drum in terms of number of Prints in case of Separate Drum and Toner cartridge technology - Black
- (Number of Prints) 100000
- Duty Cycle (No of Prints/month) 80000
- Minimum Operating Temperature (Degree C) 15
- Maximum Operating Temperature (Degree C) 32.5
- Minimum Operating Humidity (%RH) 20
- Maximum Operating Humidity (%RH) 80
- BIS Registration under CRS of Meity Yes
- BIS Registration Number R-41002970
- Other Certifications Available UL,CE,RoHS
- Dimension (mm x mm x mm) 475 x 412 x 437
- Weight (Kg) 19
- On Site OEM Warranty (Year) 3

1. Execution of Work:

The works shall be carried out according to the drawings approved by the Railway and shall conform to the provisions of the “Telecom Engineering Manual”, Schedule of “Dimensions” and “Manual of Instructions for Installation of S&T equipment on 25 KV, 50 Hz A.C. electrified sections as modified from time to time unless deviations, RDSO TANs and Policy, if any, are specifically approved by the Engineer. All material shall be supplied as per RDSO latest specification, where ever applicable. The contractor shall be solely responsible for the proper execution of the work as per the said deviation and specifications.

2. Cable laying and termination

Cable laying shall be done as per policy / guidelines issued by RDSO vide letter no. STS/E/Cable Laying Practices dated 31st October 2011 or latest and JPO/HQ letter no. 2023/CE-I/EDCE(G)/Misc. dated 18-04-2023 & JPO Cable Cut letter No. NWR-HQ0SNT(TELE)/11/2020 dated 01.05.2023.

3. GENERAL SPECIFICATION FOR WORK.

1. Railway representative before its actual use shall inspect materials supplied by contractor.
2. The quality of work shall be carried out in accordance with the standard practice.
3. Complete work including all items supplied and executed by contractor shall be under warrantee period of one year from the certified date of completion of the work.
4. Contractor shall arrange all testing facilities. All material supplied shall be in accordance with the specifications mentioned in the schedule of works.
5. The contractor should submit details of credentials along with tender.
6. Consignee shall be **SSE/TELE/GSU/JP**. All freight charges for the supply of items to the store of Consignee or transportation to the site of implementation shall be borne by the contractor.
7. Regarding the execution of work, the Engineer's representative authorized for the purpose by the Dy. CSTE/GSU/JP. will inspect and test the various portion of work at all stage and shall have full power to reject all or any work/material that they may considered to be defective design that may endanger safety. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railway.
8. The Engineer shall only issue the completion certificate in accordance with Para 48 of General condition of the contract after installation is satisfactorily commissioned and jointly checked with the Railway.

Note: - In whole Tender Document, where ever designations are mentioned they would betaken as there corresponding designation of S&T Department.

4. INSTALLATION PRACTICES

1. No hanging/loose wiring should be there. Casing capping/conduit should be fixed in a proper and good-looking manner in the indoor or outdoor wiring as per the instruction of site engineer.
2. The Contractor shall not execute the work that may interfere with train traffic until adequate protection has been arranged as per the instructions of the site in-charge.
3. Contractor will be himself responsible for the safety of his personnel during execution of work. Railway will not be responsible for making payment for any type of compensation.
4. All the items/material to be supplied by the contractor should confirm to the Latest RDSO specification (mentioned in item description) duly inspected by RDSO. Left over items of the schedule shall be inspected by the Engineer/ Supervisor consignee. Railway reserves the right to reject any material supplied by the contractor if found not confirming to the specifications.
5. All other technical instructions given by the Dy. CSTE/GSU/JP will be binding in the contract or in addition to what are mentioned in the schedule. All the work is to be carried out as per instruction of site in-charge.
6. The contractor shall have to supply six sets of operation and maintenance manual at least 15 days before the date of testing and commissioning the system.
7. Hardware- Complete details of hardware arrangements block diagram and circuit diagram should be supplied by the contractor in three copies.
8. Software – Complete details of software including passwords added at different stages of software should be supplied along with the system in three copies.
9. Consignee of this work will be **SSE/Tele/GSU/JP**.
10. For supply items, payment will be made on production of delivery challan, inspection certificate and warranty certificate from OEM along with original invoice after supply of the respective item. Proof of purchase shall be submitted if procured from other sources.

11. As per CE's Circular No. 214 of September 2000 safety at work site should be followed strictly. This circular can be seen in the office of **Dy. CSTE/GSU/JP** for guidance.
12. Work incharge has to maintain site register and also to ensure proper record for this work.
13. Tenderers are instructed to quote this tender with inclusive all taxes including GST leviable by the Union of India or State Government.
14. On awarding the work, the contractor has to submit details of qualified engineer details (photocopy of diploma certificate) before starting the work.

OEM's Site Installation Certificate

To,

PCSTE/NWR/JP

This is to certify that verification of system installation (details given below) has been completed by undersigned (OEM representative) and all necessary arrangement like earthing, surge protection, power supply, power & communication cable and equipment wiring meet the requirement standards of engineering for trouble free working of installed system.

1. System being commissioned.
2. Station / section
3. Division
4. Date of commissioning

Name of the RDSO approved Original Equipment Manufacturer

Name of OEM representative with designation

Signature of OEM representative with date

Appendix-AD

Materials to be supplied by the contractor, the cost of which is to be included in the labor charges of concerned item of Schedule.

These shall include the following materials in addition to any other material, which may be considered necessary for complete and satisfactory execution of the work, according to specification:

1. Bolts, nuts, rivets, spring washers, square/round washers of all type and sizes.
2. Foundation bolts of all sizes.
3. Split pins of all sizes.
4. Lubricants such as grease, spindle oil, axle oil, graphite etc.
5. Kerosene oil.
6. Spirit, varnish, polishing material etc.
7. Cotton waste.
8. Sulphuric acid.
9. Distilled water.
10. Steam coal.
11. Emery paper and sand paper.
12. Dressing thread and other dressing material.
13. Screws, MS wood, nails of all sizes etc.
14. Hasps / staples, locking bolts and handles.
15. Hinges of all types.
16. Solder, resin for soldering.
17. Various sizes of MS angles, flats, plates and bars etc.
18. Any other minor items for satisfactory completion of the work.
19. Ordinary port land cement (required for any item of the Schedule), as per IS code 296 shall be supplied in bags. Shall not be supplied of older than 3 months. It shall have ISI mark on the bag along with date of manufacture.
20. Sand, stone & other aggregates.
21. All materials and equipment mentioned in contract schedule.
22. All other hidden material/accessory that is not appearing in the schedule but required for installation shall also be supplied by the contractor.
23. All type of measuring instrument /testing Eqpt required for testing the installation will be arranged by the contractor.

INDEMNITY BOND

Indemnity Bond for safe custody of Railway material to be supplied to M/s -----
under Tender No.

We, M/s. _____ (hereinafter called the Contractor)
do hereby undertake that we shall hold in our custody for and on behalf of the President of India
acting in the premises through the General Manager, North Western Railway or for him all Railway
materials which have been handed over to us against the contract for Tender no. -----
..... dt. for the work of "
--" by the Railway for the purpose of execution of the said contract until such time the materials are
duly installed and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all
risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed
otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in
respect of the said materials. The said materials shall at all time be opened to inspection by any
Officer authorized by the General Manager, North Western Railway or his nominee.

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

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the
assessment of the compensation therefore would be made by the President of India acting through
the General Manager, North Western Railway or his authorized nominee shall be final and binding
upon us.

Signed at _____
on this day of _____
Signature of Witness: _____
for & on behalf of _____

M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:

Part-V

SAFETY PRECAUTIONS

1. MEASURES TO BE ENSURED PRIOR TO START OF WORK

The contractor shall not start any work without the presence of railway supervisors at site.

The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, railway supervisor, concerned officer of the section in whose jurisdiction the work falls.

Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB, open lines engineer-in-charge (ADEN/DEN/Sr. DEN/concerned officer) of the section shall ensure that he received the prior intimation/confirmation of the following aspects from Assistant Engineer/Assistant Officer In charge of the work of the executing agency i.e. Construction, S&T, Electrical, Mechanical, Rail Tel, RVNL etc.

Name and address of the contract assigned to execute the work.

- i) Name of the Contractor's supervisor
- ii) Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site in charge/in charge of work site.
- iii) List of the number(s) of individual vehicle(s)/ machineries, names and license particulars of the driver(s) proposed to be used by contractor.
- iv) Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
- v) The supervisors and operators of the contractor proposed to be deployed at work site which is close to the running track, shall be imparted training by the Railway trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individualsupervisors/operator shall be issued as in **Annexure-XXXII** by a railway officer not below the rank of Assistant level officer who is in charge of site. No supervisor/operatorof the contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competent certificate.
- vi) Survey of site by supervisor of contractor and Railways to assess the precautions to be taken at site for working of trains and materials required for protection.
- vii) Written advice to sectional Supervisor and concerned officer about the detailed planning of work including protection of track and safety measures proposed to be adopted.
- viii) A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains passengers andworkers.

- ix) Assurance that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
- x) An assurance register has been kept at site duly signed by both Railway supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.

No work shall which is to be done near running track shall commence unless permitted by Railway.

Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge

Check list given in Annexure-V of Compendium of instructions on Safety at Work Sites 31.03.2014 shall be used to ensure that all the requisite measures have been taken before start of work.

2.0 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSETO RUNNING TRACKS

- (i) Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from center line of nearest running track.
- (ii) The land strips adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the Railway's Supervisor. Wooden pegs at interval not exceeding 75mts shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation. Demarcation of the land shall be done as per Annexure II-A. Compendium of instructions on Safety at Work Sites 31.03.2014.
- (iii) If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
 - a. In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from center line of track.
 - b. Demarcation of land shall be done by bright colored ribbon/nylon cord suspended on 120 cm high wooden/bamboo posts at distance of 3.5 m from center line of nearest running track. Sensors with horns shall be provided as per Annexure II-B of Compendium of instructions on Safety at Work Sites 31.03.2014.
 - c. Presence of an authorized Railway's representative shall be ensured before plying of vehicle or working of machinery.
 - d. Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train. Whistle boards shall be provided wherever considered necessary.
 - e. Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains. Lookout man shall be deputed as per Annexure-III-A of Compendium of instructions on Safety at Work Sites 31.03.2014.
 - f. On curves where visibility is poor, additional lookout men shall be posted.

(iv) If vehicle/machinery is to be worked closer to 3.5m from running track.

Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

- a. Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
- b. Presence of a Railway's Supervisor shall be ensured at worksite.
- c. Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.

(v) Precaution to be taken while reversing road vehicle alongside the track.

The location where vehicle will take a turn shall be demarcated duly approved by Railway's representative. The road vehicle driver shall always face the Railway track during the course of turning/reversing his vehicle. Presence of an authorized Railway representative shall be ensured at such location.

- (vi) Road vehicle shall not be allowed to run along the track during night hours generally. In unavoidable situations, however, vehicles shall be allowed to work during night hours only in the presence of an authorized Railway's representative and where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
- (vii) Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

3.0 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

Any work close to or on running tracks shall be executed under the presence of a Railway's Supervisor only.

(i) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.

- a) Contractor has deputed trained supervisors in required number at worksites duly certified by concerned officer of the works.
- b) Drivers of vehicle/operators of the machines have been briefed about the safety and precautions to be taken while moving / working close to traffic.
- c) Contractor shall ply road vehicles/working of machinery only between sunset and sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.
- d) The contractor shall not change the approved vehicle/machinery and driver/operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator

without prior written approval of Assistant Engineer/Assistant officer and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to concerned officer of the section.

- e) Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
 - f) Lookout men with required safety equipment shall be posted where necessary.
 - g) In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
 - a) The contractor/supervisor/vehicle operator immediately advice the situation to railway official/officials of the organization executing the work and assist him/them in protecting the track.
 - b) Protection shall be done as done for other emergencies
 - h) Individual vehicle/machinery shall not be left unattended at site of work. If it is unavoidable and becomes necessary to stable the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. In addition, the road vehicle / machinery should be stabled parallel to track only so that in case of failure of any securing arrangement, it may not roll towards the track.
 - i) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe. Necessary checks shall be exercised by site in charge from time to time.
 - j) While inspecting the worksite check list given in Annexure VI of Compendium of instructions on Safety at Work Sites 31.03.2014 shall be used to ensure that all the requisite measures have been taken during the execution of work.
 - k) During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.
- (ii) **Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.**
- a. Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
 - b. Copy of the cable plan should be given to the contractor's authorized representative before handing over the site to start the work.
 - c. Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.
 - d. Joint procedure order No. 17/2013 as mentioned in the Annexure-VII of compendium of instructions on safety at work site dated 31.03.2014 issued by PCE Office shall be followed for undertaking digging work in the vicinity of underground signalling, electrical and telecommunication cables.
- (iii) **Precaution to be taken during execution of works requiring traffic blocks.**
- a. Any work, which infringes the moving dimensions or causes discontinuity in the track any activity making the existing track unsafe for passage of trains etc. Shall be started only after the traffic block has been imposed, railway servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.
 - b. Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection

- equipment to patrol the stretch and take action to protect the track, if so warranted and inform the railway supervisors.
- c. After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.
 - d. Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.
- (iv) **Precaution to be taken during execution of works during night.**
The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangements should be made. The engineering indicator boards shall be lighted during night hours as per the provisions of IRPWM. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs. to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.
- (v) **Precautions to be taken to ensure safety of workers while working close to running lines.**
- a) Any work close to or on running tracks shall be executed under the presence of a Railway's supervisor only.
 - b) Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
 - i) Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
 - ii) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
 - iii) Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
 - iv) The site shall be protected as per provisions of Para No. 806 & 807 of P.Way Manual as case may be.
 - v) Necessary equipment for safety of trains during emergency shall be kept ready at site.
 - c) A „first aid kit“ shall always be kept ready at site.
- (vi) **Precaution shall be taken for safety of public or passengers, while executing works at locations, used by passengers and public,**
The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such as “Work in progress. Inconvenience is regretted” etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
- (vii) **Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.**

The following precautions shall be taken before stacking the materials along the track for stacking of ballast, rails, sleepers etc.

- a. The sites for material stacking should be selected in advance in such a manner as to ensure that no part of the material to be stacked is infringing the Standard Moving Dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized Railway's representative and contractor's representative.
- b. The selected locations shall be marked by lime in advance.
- c. Presence of an authorized Railway's representative while unloading and stacking shall be ensured.
- d. The material shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.

(viii) Precaution for handling of departmental material trains

Instructions for working of material trains are contained in Chapter XII of IRPWM which should be brought to the notice of the supervisors and other staff working on the material trains.

In addition to this, following precautions should be taken:

- (a) Issue of „fit to run“ certificate.
As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a „fit to run“ certificate issued to the Guard.
- (b) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
- (c) As per Para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- (d) While unloading rail panels by the side of the running track, placement of the panels, clear of the maximum moving dimensions should be ensured.
- (e) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/Officer.
- (f) Before unloading of rail panels, site should be prepared by way of leveling/ removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
- (g) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

(ix) SAFETY ASPECTS TO BE OBSERVED WHILE WORKING IN OHE AREA

- a) No electrical work close to running track shall be carried out without permission of railway representative.
- b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
- c) No electric connection etc. can be tapped from OHE.

- d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- e) Power block is correctly taken and „permit to work“ is issued.
- f) The structure bonds, track bonds, cross bonds, longitudinal rail bonds are not disturbed and
- g) If disconnected for the work, they are reconnected properly when the work is completed.
- h) The track level is not raised beyond the permissible limit during the work.

4.0 PROTECTION OF TRACK DURING EMERGENCY

- (i) **Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.**
At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and apprehend danger to safe running of track, he shall take immediate steps to advise a Railway official of such danger and assist him in protection of track.

The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track (400m for MG track) after which he shall further proceed for not less than 1200m from the place of obstruction from BG track (800m for MG track) and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.

Attempts shall also be made to send an advice to nearest Railway station about the incident immediately.

Protection of the track shall be done as per Annexure-IV of the Compendium of instructions on Safety at Work Sites 31.03.2014

- (ii) **Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above.**
In such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, waving the red flag vigorously, gesticulating and shouting.
- (iii) **Action to be taken if more than one track is obstructed.**
 - a. In case of single line protection as above shall be done in both the directions from place of danger.
 - b. In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
 - c. The protection shall be done in that direction and on that track first on which train is likely to arrive first.

- d. The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.
- (iv) **Equipment required for protection of track.**
Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. Railway will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.
- (v) **Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.**
 - a. Contractor will provide lookout men.
 - b. The lookout men shall be properly trained in warning to staff at worksite about approaching train.
 - c. Only those lookout men shall be provided at site who have been issued with a competency certificate by the Railway's Supervisor.
 - d. In case, it is felt necessary to provide lookout men by Railway, the charges for the same as fixed by Railway Administration shall be recovered from Contractor.

5.0 TRAINING TO SUPERVISORS AND OPERATORS OF CONTRACTOR

The Supervisors and Operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the Railway at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized Railway training institute, the charges for the same, as decided by Railway, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/Operator shall be issued as per **Annexure-XXXII** as given below a Railway Officer not below the rank of Assistant Officer. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by Railway, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

SPECIAL CONDITIONS FOR WORKING OF ROAD CRANES

To ensure safe working of road cranes used in works in connection with provision of ROB/RUB/Subways, following items shall invariably be ensured before putting the cranes to use: -

- i) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weights, dimensions and lift radii of the heaviest and largest loads.
- ii) The contractor shall ensure that a valid Certificate of Fitness is available before use of Road Cranes.

- iii) Contractors should utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
 - iv) The laminated photocopies of fitness certificate issued by competent persons, the operators' photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
 - v) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.
- 7.0** Contractor shall indemnify Railways against any loss/damage to public property, travelling public, railway or his own staff due to his (contractor's) negligence. In case there is any mishap, a fact finding inquiry will be conducted by Railway. A show cause notice will be issued to the contractor, in case he is prima-facie held responsible. Contractor's reply to show cause notice will be considered by the Engineer in Charge before taking final decision. In case contractor is found responsible for the mishap, recovery from him will be affected for only tangible direct losses.

Note: For detailed instructions regarding safe working at works site, the compendium of instructions on safety at work site dated 31-03-2014 issued by PCE office shall be referred which shall be collected from executive after award of contract.

Annexure-XXXII

Competency Certificate

Certified that Shri_____Supervisor/Operator of
M/s._____has been trained and examined in safety
measures to be followed while working in the vicinity of running railway track for the work
_____. His knowledge has been found satisfactory and
he is capable of supervising the work safely.

This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

END OF DOCUMENT
