

[As the entry into WWW.IREPS.GOV.IN is controlled by Digital Signature Certificate, a separate signature in the tender document is not required.]



Southern Railway

Signal & Telecommunication, Tiruchchirappalli Division

Senior Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli Division, Tiruchchirappalli - 620001 for and on behalf of The President of India invites ONLINE tenders for the following works as per tender notice given in our e-tender portal www.ireps.gov.in. The tenderer(s)/contractor(s) intending to apply for e-tender for WORKS in Tiruchchirappalli Division, need to get enrolled in the e-tender portal "www.ireps.gov.in" and only online tenders will be accepted. The bidders will have to make payment towards earnest money against such tenders through online payment modes like net banking, Debit/Credit cards etc., available on IREPS Portal.

TenderNoticeNo:T-SG-36-I-31-2025-2026 dated 07.10.2025				
Name of the Work: Provision of CCTV cameras at 133 Non interlocked LC gates over TPJ division				
SL. No.	Approximate Cash Value	Bid Security	Closing Date and time	Period of Completion
1.	Rs. 5.12 Cr	Rs. 4,06,400 /- 57021	31.10.2025 @ 14:00 Hrs	Six Months

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GUIDELINES FOR E-TENDERS

In the e-tendering process, it is mandatory that every tenderer / contractor / firm registered with www.ireps.gov.in submit their bank details i.e. Name of the Bank along with Bank Branch Code, Account Number, IFSC Code, and PAN Number. As the entry into www.ireps.gov.in is controlled by Digital Signature certificate, a separate signature is not required.

The Senior Divisional Signal & Telecommunication Engineer / Trichy Division/ Southern Railway, for and on behalf of the President of India invites ONLINE Open Tenders for the said works as per Tender notice issued by this office in our E- Tender portal “www.ireps.gov.in”.

The Tenderer(s)/Contractor(s) intending to apply for this E-Tender, need to get enrolled in the aforesaid E-Tender portal and only online tenders will be accepted. It is the responsibility of the Tenderer(s)/Contractor(s) to obtain necessary Digital Signature Certificates for participating in the E-Tender.

1. The Bid Security to be paid through:

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

(1.1) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the Office of Sr. Divisional Signal & Telecommunication Engineer, Divisional office, DRM's Complex, Southern Railway, Tiruchchirappalli Junction – 620001.

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.

2. Filling of E-Tenders:

a) Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers.

b) Tenderers must fill-up the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, checklist & special conditions etc.), financial offer form and attach scanned copy of all necessary documents.

c) Tenderers should show discount in the rate schedule only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position.

3. Compliance to Special Conditions/ Checklist for bidders: The bidders are advised to complete the “Compliance to special tender condition/Checklist” with each offer specifically stating “yes” or “no” against each special condition/checklist.

4. Bid Submission:

4.1. E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS website. Digital signature used must be “Class IIIB with Company Name” obtained from G.O.I. approved Certifying Authority.

4.2. Tenderers must look out for NIT for as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Railway will not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

4.3. Only bids received in the Electronic tender box available on the Web Site www.ireps.gov.in will be considered.

4.4. The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online bidding process.

5. Documents to be attached/uploaded along with the E-Bid:

The scanned copies of following documents should be up-loaded along with the e-bid at the time of submission of bid.

The mandatory credentials such as experience, turn over certificates and any other documents related to Partnership deed/Joint venture/ Consortium/ MOU, duly signed by the notary public, as applicable should be uploaded at the time of submission of bid failing which offer will be summarily rejected. Also the originals shall not be accepted in hand by any of the staff working at TPJ Division.

6. System of Verification of Tenderer's credentials:

6.1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

6.2. 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**. In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by the each member of the partnership firm / joint venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

Bank reference and other related details.

7. Tender Opening:

7.1. Electronic tender boxes will be opened only after stipulated closing date and time of the tender as shown on the IREPS Website.

7.2. E-Tender boxes will be opened by minimum two authorized Railway officials using their secured digital permissions, passwords and digital private keys obtained from GOI approved certifying agencies. The corresponding icon will indicate that the tenders have been opened.

7.3. Bidder shall not be required to be present in the Railway office for any e-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the IREPS website after tender opening.

7.4. All the participating Bidder who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement after tender opening, from any remote location using internet access by visiting the web site www.ireps.gov.in instantly after opening of the virtual tender box, by clicking on the icon.

7.5. Railway does not guarantee opening of the tenders immediately after the Closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. **Bidder** cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

7.6. Railway administration or any officer authorized on behalf of the administration does not bind himself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.

8. Manual offers shall NOT be accepted against E-Tenders, even if they are submitted on the Firm's letterhead/ any other form acquired or downloaded, and, submitted before closing time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

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SOUTHERN RAILWAY
REGULATIONS FOR TENDERS AND CONTRACTS
FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS
CONTRACTS
MEANING OF TERMS

- 1.1** Interpretation: These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.
- 1.2** Definition: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:
- (a) “Railway” shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) “Chief Engineer” shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

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

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

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

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

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

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

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

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

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

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

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

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

2. Care in Submission Of Tenders.

Railway Board's letter No.2017/CE-I/CT/4/GST New Delhi, dated 23.06.2017

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 2.1. 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.

3.Consideration of Tenders

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

3.1. 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.

3.2. Make in India Policy: Provision of Make in India Policy 2017 issued by Govt. Of India, as amended from time to time, shall be followed for consideration of tenders.

3.3. 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.

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

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

CONTRACT DOCUMENTS

1. The Tenderer whose tender is accepted shall be required to appear in person at this Office in person, or if 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.
2. In the event of any Tenderer whose tender is accepted refuses to execute the contract documents as herein before provided, the Railway may determine that such Tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover liquidated damages for such default.
3. The Tenderer, whose tender is accepted shall sign the agreement in the proforma given in the tender document.
4. If any item is excluded by the Tenderer while submitting his tender, the Sr.Divisional Signal & Telecommunication Engineer, Tiruchchirappalli may reject the tender.

**Southern Railway
TENDER FORM (First Sheet)**

ANNEXURE I

Tender Notice No: T-SG-36-I-31-2025-2026 dated 07.10.2025

Name of the work: Provision of CCTV cameras at 133 Non interlocked LC gates over TPJ division
--

The President of India,
Acting through the Sr.Divisional Signal & Telecommunication Engineer,
Tiruchchirappalli Division, Southern Railway, Tiruchchirappalli-620001.

Dearsir,

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for TPJ division of Southern 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 **Six 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.4,06,400/-** has already been deposited online / submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

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

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

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

Signature Of The Tenderer.
Address with Phone No. And Date

Signature of the Witness.

- 1.
- 2.

INSTRUCTION TO TENDERERS AND CONDITIONS OF TENDERING

1. The Tenderer/Tenderer(s) shall quote his/their rates as a percentage above or below the Standard Schedule of Rates (SOR) of Southern Railway as applicable to Tiruchchirappalli 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.

2. Tenders containing erasures and / or alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer/Tenderers in his/their entries must be attested by him/them.

3. Railway does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Bidder cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

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4. The works are required to be completed within the time period stipulated in the special conditions of contract. The work is deemed to commence from the date of issue of letter of acceptance. The work other than earthwork will have to be maintained for the period as mentioned in the special conditions of contract after the completion of the work.

5. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of Standard General Conditions of Contract April 2022 or latest with amendments, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

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

(c) If his tender is accepted,

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

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

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

7. If the Tenderer deliberately gives/Tenderers deliberately 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.

8. 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.

9. The Bid Security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful Tenderer/Tenderers within a reasonable time. The Bid Security deposited by the Successful Tenderer/Tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails/ Contractors fail to execute the Agreement or start the work within reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

10. The Tenderer is/ Tenderers are required to produce along with his/their tender an authorised copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax Officer to the effect that he has/they have no taxable income. Documents testifying to the Tenderer/Tenderer's previous experience and financial status should be produced when desired by the Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli-1.

11. Non compliance with any of the conditions set forth hereinabove is liable to result in the tender being rejected.

12. The authority for the acceptance of the tender will rest with the Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli - 1, who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

13. The successful Tenderer/Tenderers shall be required to execute an agreement with the President of India acting through the Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli – 620 001 of the Southern Railway for carrying out the work according to the General and Special Conditions of Contract and Specifications for Works and Materials 1969 of the Railway including the corrections slips from time-to-time.

14. The tenderer shall keep the offer open for a minimum period stipulated in the tender from the date of opening of the tender within which period the Tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time-to-time. Any contravention of the above condition will make the Tenderer liable for forfeiture of his initial security.

15. The Administration does not agree to pay any GST/Taxes in addition to the price quoted.

16. Documents to be Submitted Along with Tender:

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

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

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.

(b)HUF:

(i)A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii)All documents in terms of Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.

(c)Partnership Firm:

(i)All documents as mentioned in para 18 of the Tender Form (Second Sheet) as per GCC April 2022.

(d)Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) as per GCC April 2022.

(e)Company registered under Companies Act 2013:

(i)The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii)A copy of Certificate of Incorporation

(iii)A copy of Authorization/Power of Attorney issued by the Company (backed by there solution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv)All other documents in terms Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.

(f)LLP (Limited Liability Partnership):

(i)A copy of LLP Agreement

(ii)A copy of Certificate of Incorporation

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

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation 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.

(v)All other documents in terms ofPara 10 of the Tender Form (Second Sheet) as per GCC April 2022.

(g)Registered Society & Registered Trust:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society
(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) as per GCC April 2022.

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

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

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

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

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

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

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

17. Employment/Partnership Etc. Of Retired Railway Employees:

(a) Should a tenderer (i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR (ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR (iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 18.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.

18.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.

19. Bid Security:

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

Value of the work (Tender Value)	Bid Security
For Works estimated to cost up to Rs. One Crore	2% of the estimated cost of the work
For Works estimated to cost more than Rs. One Crore	Rs.2 lakhs plus ½% (half percent) of the excess of estimated cost of work beyond Rs. One crore subject to a maximum of Rs. One crore.

Note:

- (i) The Bid Security shall be rounded 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 deposit 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.
- (2) The Bid Security shall be deposited 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 90 days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days **before closing date for submission of bids.**
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to Office of Sr.Divisional Signal & Telecommunication Engineer, Divisional office, DRM's Complex, Southern Railway, Tiruchchirappalli Junction – 620 001.
- 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.

20.SECURITY DEPOSIT:

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

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

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

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

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

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

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


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

21. PERFORMANCE GUARANTEE

The procedure for obtaining Performance Guarantee is outlined below:

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:-
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and 
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

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CHAPTER – I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

- 1 Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli Junction – 620 001, invites open e-tenders for the work as mentioned below.
2. **SCOPE OF WORK**
 - 2.1 **Scope of Work:** Provision of CCTV camera at Non-Interlocked LC gates for real-time monitoring by Station Masters over TPJ division. The work involves the supply, installation, testing, and commissioning of Full HD IP-based CCTV surveillance systems including cameras, NVRs, HDDs, monitors, UPS, and all necessary accessories as per RDSO specifications. It includes the installation and configuration of licensed Video Management and Recording Software for multi-location viewing and storage across the Station, RPF Post, and Server Room. The contractor shall also provide and install the required networking infrastructure such as field switches, CAT6 cabling, racks, and associated power and data components. Broadband connectivity with a minimum speed of 40 Mbps using Fiber/4G/5G, along with a SIM Aggregator and a 24-month data plan, must be established for real-time remote monitoring.
3. **SUBMISSION OF OFFERS.**
 - 3.1 Railway does not guarantee opening of the tenders immediately after the Closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Bidder cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box. The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/Delayed offers in the online bidding process.
 - 3.2 In case the date of opening happens to be a holiday the tender will be opened at the same time on the next working day.
 - 3.3 Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderer or any clarifications/ confirmations on the contents of the documents submitted.
 - 3.4 In case the Certificates/Documents produced are proved to be false/ fabricated, the entire earnest money is liable to be forfeited in addition to banning their business with the organization for a specified period of not less than six months at the discretion of the Administration.
 - 3.5 **ATTESTATION OF ALTERATION:** - No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer in his entries must be self - attested.

4. No tender will be considered which is not submitted on the prescribed form included in the tender document viz. with TENDER FORM schedule in sheets attached duly filled in and signed.
Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers.

Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, checklist & special conditions etc.), financial offer form and attach scanned copy of all necessary documents

5. The approximate cost of work is **Rs. 5.12 Cr**

6. Bid Security should be paid in the mode of against such tenders through online payment modes like net banking, Debit/Credit cards etc., No interest will be paid on Bid Security. The required Bid Security prescribed in the tender condition should accompany the tender. No tender will be accepted without the above prescribed Bid Security.
7. A sum of **Rs. 4,06,400 /-** as the Bid Security for the due performance of the stipulated to keep the offer open till such date as might be specified in the tender. It shall be understood that the tender documents have been sold to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part that submitting his tender, he will not resile from his offer or modify terms and conditions there of in a manner not to observe or comply with the said stipulation the afore said amount viz. **Rs. 4,06,400 /-** shall be forfeited to the Railway.
8. **Forfeiture of Bid Security:**
If his tender is accepted, this Bid Security will be retained as part of security deposit (SD) for the due and faithful fulfillment of the contract. In case the tenderer withdraw his offer within the validity date of his offer the full Bid Security will be forfeited. Bid Security shall be forfeited if the contractor fails to execute the agreement or start the work within a responsible time as stipulated after notification of the acceptance of his tender. The Bid Security of other tenders shall have as herein before provided be returned to them but the Railway shall not be responsible for loss or depreciation that may happen to them while in their possession or be liable to pay interest thereon.
9. No Tender will be accepted without the above prescribed Bid Security.
10. The tenderer shall keep the offer open for a minimum period of **60 days** from the date of opening of the tender, within which period tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contraventions of the above conditions will make the tenderer liable as mentioned in para 6.

11. The president of the Union of India is not bound to accept the lowest tender or any other tender nor to assign any reason for doing so and reserve the right to accept any tender in respect of whose or any portion of the items specified.
12. The successful tenderer shall be required to furnish the necessary security deposit to the extent required under clause - 16 of the general condition of contract. No interest will be allowed on the deposit. The security deposit is returnable after completion of the guarantee period of one year.

13.0 Eligibility Criteria:

13.1 Technical Eligibility Criteria:

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

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

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

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

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

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

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

clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 13.1:

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

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

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

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

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

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



1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the

PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.]

14. Tenderer Credentials:

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

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

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than company/proprietary firm, Annexure-V(A) shall also be submitted by the each member of the partnership firm / joint venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by/ digitally signed which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by

the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

- (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

Note: - “Similar Work” means DEFINITION OF SIMILAR NATURE OF WORK:

1. Supply, Installation, Testing and Commissioning of CCTV Surveillance System (OR)
2. Any other work involving Supply, Installation, Testing and Commissioning of CCTV Surveillance System.

15.0. LOCAL CONDITIONS:

15.1. Need of tenderer’s careful study of conditions & site conditions:

The intending tenderer is advised to study tender papers, concerned specifications and other instructions carefully. The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours, layout of land, trees and shrubs that he will have to cut, type of strata likely to be met while excavation, stacking space for materials, approach roads, pathways available etc. and all relevant items connected with execution for the work. No claim shall be entertained for the contractors making his own arrangements for approach roads from outside Railway Land and contractors will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for constructions of approach roads, etc. The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the implication thereof, unless otherwise, specifically commented upon by the tenderer in his quotation. Failure to adhere to any one or all these instructions may render his offer liable to be ignored without any reference.

- 15.2 No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the Railways on account of any local condition or factor.
- 15.3 In the event of the tenderer desiring to have an independent field survey before furnishing his quotations, he may apply to Railways for permission in this regard. Such permission will be given in writing by the Railways but the expenses in this regard will be borne by the tenderer completely.
- 15.4 Should a tenderer find discrepancies in, or omission from the drawing or any of the Tender papers or he has any doubt to their meaning, he should at once notify the Railway who may send a written clarification to all tenderers.

16.0 **TENDERERS TO ADVISE STRENGTH OF STAFF:**

- 16.1 Tenderer should advise the number of Engineers, Supervisors and Cable Jointers/Artisans employed by him or going to be employed with their names, qualifications, bio-data and experience in this particular trade under consideration along with the Tender.
- 16.2 Irrevocable letters of commitment of the said supervisors and key technicians/artisans for doing the works shall be furnished along with tender papers, if they are not already in employment of the tenderer.

17.0 **CONSORTIUM BID:**

Consortium/Joint ventures is applicable for advertised tender value exceeding 10 crores

18.0 **VALIDITY OF OFFER:**

The tenderer shall keep the offer open for a minimum period of **60 days** from the date of opening of tender. Within that period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money Deposit.

19.0 **UNIT PRICES:**

- 19.1 The unit prices quoted by the Contractor should be inclusive of all Taxes, viz. Octroi and levies imposed by the Central and State Governments and taken into consideration of all relevant factors unless otherwise authorized by the concerned State Government Sales Tax Authorities.
- 19.2 The description of items are given as a guide and the quantities given are approximate only and are subject to variation according to the needs of the Railways. The Railways accept no responsibility for their accuracy. The Railways do not guarantee work under each item of schedule.
- 19.3 The unit prices offered against the various items will include besides Labour the following elements of cost:
- 19.3.1 Cost of all materials required for laying the cables, casting of foundations, erection of Signals, Apparatus cases, Junction Boxes, Installation of track circuits and Point machines including their transport to site and all other incidentals connected therewith excluding the materials supplied by the Railways.
- 19.3.2 Cost of transportation of materials including loading, unloading, handling charges, etc. supplied by the Railways from place of delivery to the site of work.
- 19.3.3 Collection of balance cables, materials left over after the work, if any and materials released and handing over to the Railway Engineers at specified location.
- 19.3.4 All other miscellaneous expenses necessary for the execution of the work and fulfillment of the contractual obligations.
- 19.4 The contractor shall be responsible for undertaking repairs if any, to crates, cable drums packing cases, etc. for safe transport of materials from Railway's specified depot to the site of work. The contractor should also undertake necessary repairs to crates, drums etc. in respect of unused materials required to be returned to the purchaser. No extra payment will be made on this account.

- 19.5 Materials to be supplied by the tenderer and by Railways are indicated separately. However, any particular item of material not included either in the Contractor's list or in the Railway's list, but still required to complete the works; the tenderer shall include such items of materials in his tender and quote for the same.
20. **RATES DURING NEGOTIATION:**
The tenderer shall not increase his quoted rates in case the Railway Administration negotiates for reduction of rates. Such a negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer.
21. **NON TRANSFERABILITY AND NON REFUNDABILITY:**
The tender documents are not transferable. The cost of tender paper is not refundable
22. **ERRORS OMISSIONS & DISCREPANCIES:**
The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the Engineer, without delay. In case of any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.
23. **WRONG INFORMATION BY THE TENDERER:**
If the tenderer deliberately gives wrong information in his tender and creates circumstances for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage.
24. **AUTHORITY FOR ACCEPTANCE:**
The authority for the acceptance of the tender will rest with the competent authority of the Southern Railway on behalf of President of India. It shall not be obligatory on the said authority to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The Railway reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper or to sub-divide the work among different Tenderers or to reduce the work or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.
It shall not be obligatory on the said authority to accept the lowest tender and no tenderer shall demand any explanation for the cause of rejection of his tender.
25. **AGREEMENT:**
The successful tenderer shall be required to execute an agreement with The President of India acting through the Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli-620001 or his accredited officer for carrying out the work according to the General Conditions of the Contract and specifications of contract including the correction slips issued from time to time.
26. **FOREIGN EXCHANGE:**

No foreign exchange and/ or import license will be released/ provided to the contractor in connection with this contract.

27. **TENDERERS'S ADDRESS:**

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address, shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

The tenderers shall go through the instructions contained in the "Regulation for tenders and contracts and conditions of Tender" before submitting their offers. All the relevant blank spaces in the booklet must be suitably filled in and returned with the tender documents duly signed by the tenderers.

28. **COMPLETION PERIOD OF WORK:**As stated in Chapter II

29. **PAYMENT**

29.1 The Contractor shall be entitled to be paid from time to time by way of 'On Account' payment as per clause 46(i) of General Conditions of Contract (The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's or the 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 retention 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.). The "ON ACCOUNT" Payment shall not exceed 95% of the total on account payment due to the contractor on the rates indicated in the Schedules. For this purpose, the payment to the contractor at each on account stage shall be restricted to 95% of the amount calculated on the basis of rates indicated in the Schedules.

29.2 Such 'On Account' payments will be made for each item of schedule at each station as per the accepted schedule of rates provided that such works are completed in all respects to the satisfaction of the Engineer except for such items of schedules which involve only supply of materials for which payment shall be made at 90% of the rates of the schedules provided an indemnity bond is executed by the Contractor duly indemnifying the Railways against all damages, costs, charges, expenses, loss and liability, which the Railways may sustain, incur or be put to by reasons or in subsequence directly or indirectly due to the Contractor not fulfilling the portion of the Contract involving the installation, testing and commissioning of the items supplied by the Contractor. The supply of the material will be deemed to have been completed only on physical receipt of the

- material by the Railways' representative duly inspected by the authorised Inspecting agency as stipulated in clause 19. The balance 5% payment will be released after installation and testing of the equipment.
- 29.3 On account payment in respect of other than supply items shall not exceed 95% of the total payment due to the Contractor on each On account bill, of the rates indicated in the Schedule of work. For this purpose, the payment to the Contractor at each On account stage shall be restricted to 90% of the amount calculated on the basis of the rates indicated in the Schedule of work. The balance 5% payment shall be made after submission of all 'As-made' documents of the relevant Schedules.
- 29.4 'On Account' payment in respect of items involving supply and installation, 70% of the accepted rate for the schedule item will be paid on complete supply of the equipments listed in the schedule after due inspection, against production of indemnity bond and other formalities as applicable to other supply items in the schedule. The remaining 25% payment will be released only after successful installation and testing of the equipment.
- 29.5 **FINAL PAYMENT:**
On the basis of completion certificate issued by the Engineer for all the works in all the sections covered in this contract, the final bill for the balance payment for each item/sub-item of work shall be submitted by the Contractor along with a clear "NO CLAIM CERTIFICATE". The completion certificate shall be issued by the Engineer only when he has accepted the work wholly after conducting the acceptance tests on each item of work.
30. **LIST OF MATERIALS TO BE SUPPLIED BY CONTRACTOR:**
List enclosed in tender document.
- 28 **LIST OF MATERIALS TO BE SUPPLIED BY RAILWAYS:**
List enclosed in tender document.
- 29 **STORES DEPOTS FROM WHERE THE MATERIALS SUPPLIED BY RAILWAYS ARE TO BE COLLECTED BY THE CONTRACTOR:**
Locations indicated in tender document.
- 30 In the absence of any clause in this Agreement, the general Conditions of contract of Railway administration as applicable to Engineering department will be applicable to this contract above.
- 31 **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the

Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

31.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 maybe directed under conditions of this contract) by the date entered in the contract or extended date interms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i)

or/and 17A(ii) or/ and 17A(iii) as per GCC April 2022, 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.

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.

31.B.Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A of GCC April 2022, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (**Proforma at Annexure-VII**) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the **rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.**

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 Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered

during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

- 32.(1) **Illegal Gratification:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- 32.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

- 33.(1) **Contractor's understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 33.(2) **Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 33.(3) **Accepted Programme of Work:** The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the

overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

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

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

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

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

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

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

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

Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

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

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

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

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

36. Rates for Items of Works:

(i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such

other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

37.(1) Rates for Extra Item(s) of Works:

(a) **Standard Schedule of Rates (SSOR) Items:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) **Other Items:** For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extrawork involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

37.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly here unto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed

by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

38. **Offloading of Part(s) of Work:** At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure- VIIA), if the Engineer is of the opinion that :-
- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
 - (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work;, and
 - (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure-VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above mentioned offloading of works.

46A. Price Variation Clause (PVC):

46A.1 Applicability: Price Variation Clause (PVC) shall be applicable as per GCC April 2022& advance correction slip N.1 (2022/CE-1/CT/GCC-2022/Policy) dt:14.07.2022.

46A.2 **Base Month:** The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

46A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc

and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

46A.5 No price variation shall be admissible for fixed components.

46A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & ~~classifications given below~~; given vide GCC 46A.6 & 46A.7 with amendments.

46A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

46A.9: (1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of 'Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr "A"
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr "A"
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (S_Q/S_B) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central & South Western

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

This will be as per Para 26 of Part – II Standard General Conditions of Contract 2022 or Latest with amendments.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

This will be as per Para 26A. of Part – II Standard General Conditions of Contract 2022 or Latest with amendments.

26B. Supervision & Labour:

- i) Tenderer shall keep sufficient and competent staff as per G.C.C. Clause No.26 at the work site. The work shall be carried out as per Railway's extant practice.
- ii) Qualified Engineers may be deployed for execution of the work as per GCC conditions. Their payments/salary should not be less than the minimum wage act.

As per Railway Board letter No.2012/CE-I/CT/O/20 dt:10.05.2013 the following penalties shall be imposed if the contractor fails to deploy the qualified engineers.

Contract value	Deployment of Qualified Engineers	Remarks
200 Lakhs & above	One qualified Graduate Engineer to be employed	In case contractor fails to employ qualified engineer he shall be liable to pay an amount of Rs.40,000/- for each month or part thereof for the default period.
More than 25 lakhs, but less than 200 lakhs	One qualified Diploma Holder Engineer to be employed	In case contractor fails to employ qualified engineer he shall be liable to pay an amount of Rs.25,000/- for each month or part thereof for the default period.

33 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER:

- a. List of personnel, organisation available on hand and proposed to be engaged for the subject work.
- b. List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- c. List of works completed in the last three financial years giving description of work, organisation for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- d. List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

Note:

- 1) In case of items (c) and (d) above, supportive documents/ certificates from the organisations with whom they worked/ are working should be enclosed.
- 2) Certificates from private individuals for whom, such works are executed/ being executed shall not be accepted.
- 3) All copies shall be attested.
- 4) Item (c) and (d) are not mandatory for works costing less than 50 lakhs.

IMPORTANT INSTRUCTIONS TO TENDERERS

- (i) The tenderers are requested to read the tender document thoroughly before participating.
- (ii) All the required certificates to establish that firm is meeting with the eligibility criteria must be enclosed with original offer itself if applicable as per.
- (iii) The offer will be evaluated based on certificates enclosed with the original offer only.
- (iv) Tenderer may please note that meeting of eligibility criteria is strictly based on completion certificates given by executive in charge of work & not linked with mere list of works claimed to have been executed by tenderer or a copy of work order from Railway.
- (v) Please note that a completion certificate issued by an executive must indicate the name of work, contract agreement No. and date, contract value, actual payment received and date of completion of work.
- (vi) 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.
- (vii) The tenderer shall quote his rates after having through inspection of the field conditions and strictly taking into account the payment conditions and technical specifications of the tender. Offers with conditions having financial & technical implications are liable to be summarily rejected.
- (viii) The contractor has to accept all the conditions mentioned in the document. Railway is not bound to accept any terms and conditions imposed by the contractor while tendering. Based on non acceptance of any conditions imposed by the tenderer he cannot withdraw his offer at any stage during finalization of the tender. If he does so, necessary action as per Railway Board Lr. No. 2020/CE-I/CT/3E/GCC/Policy Dated: 30.12.2020 or latest shall be taken.
- (ix) To avoid fraudulent encashment of cheques the following information should also be submitted while submitting tender offer.
 - 1. Name of the bank with address
 - 2. SB Account No /Current Account no.
 - 3. MICR Code of the Bank
 - 4. Specimen signature of the contract signing/Executing Authority.
 - 5. PAN and TIN number

Chapter – II

Name of Work: Provision of CCTV cameras at 133 Non interlocked LC gates over TPJ division

Tender Notice No:T-SG-36-I-31-2025-2026 dt: 07.10.2025

Executive in-charge: Senior Divisional Signal & Telecom Engineer / Tiruchchirappalli

Stores depot from where the materials supplied by Railways are to be collected by the Contractor: Podanur, Chennai and across Tiruchchirappalli Division.

Scope of Work:

Provision of CCTV camera at Non-Interlocked LC gates for real-time monitoring by Station Masters over TPJ division. The work involves the supply, installation, testing, and commissioning of Full HD IP-based CCTV surveillance systems including cameras, NVRs, HDDs, monitors, UPS, and all necessary accessories as per RDSO specifications. It includes the installation and configuration of licensed Video Management and Recording Software for multi-location viewing and storage across the Station, RPF Post, and Server Room. The contractor shall also provide and install the required networking infrastructure such as field switches, CAT6 cabling, racks, and associated power and data components. Broadband connectivity with a minimum speed of 40 Mbps using Fiber/4G/5G, along with a SIM Aggregator and a 24-month data plan, must be established for real-time remote monitoring.

Period of completion: Six Months.

Locations: Tiruchchirappalli (TPJ) Station.

Schedule A

Name of Work: Provision of CCTV cameras at 133 Non interlocked LC gates over TPJ division

Sl.No	Description	Unit	Qty	Rate	Amount
SW.I	Telecommunication Arrangements				
1	Supply of Full HD Bullet type IP colour camera as per Camera as per RDSO specification No. RDSO/SPN/TVC/65/2021 Rev 6.0 with amendment or latest (Inspection by RDSO)	No.	133	13866	1844240.51
2	Installation, Testing & Commissioning Full HD bullet type IP Colour Camera along with, Mount . All the accessories and fixing materials including mount required for this installation are to be supplied by contractor within the same cost.	No.	133	220	29321.18
3	Supply and Installation of 32 channel Network Video Recorder (NVR) with minimum 08 SATA interfaces (each SATA ports Should support minimum 10TB HDD) with RAID 5/6 configuration including Video management and Video recording software(If any) and 32 Nos. of camera recording license (if any), client license in an embedded form or a combination of both the solutions with all required licenses (if any) as per RDSO spec.NO. RDSO/SPN/TC/65/2021 Version 6.0 with amendment no.1 or latest (Inspection by RDSO).	No.	133	51965.49	6911410.17
4	Supply of 4 TB surveillance hard disk (AV) suitable for NVR. (Consignee Inspection)	Nos	266	10374.56	2759632.96
5	Supply and Installation of 23 inch Full HD (1920 X 1080) LED display monitor with IPS Panel with all accessories including Power cable. Make: SAMSUNG/LG/DELL/HP or Similar (Inspection by consignee)	Nos	133	9912.00	1318296.00
6	Supply and Installation of 10 meter HDMI cable (Inspection by consignee)	No.	133	1163.01	154680.33
7	Supply, testing and commissioning of 1 KVA online UPS with 1 hrs Backup time along with suitable AH capacity batteries necessary stand for UPS to be supplied and fixed as per railway requirement. (Inspection by RITES)	Nos	133	15550.00	2068150.00
8	Supply, Installation, Testing & Commissioning of Video Management Software with License as per RDSO Specification RDSO/SPN/ TC/65/2021 Rev 6.0 or latest amendment(Per camera licence means Video Management (Viewing) at multiple locations such as Station, RPF Post & Server room by same license (Inspection by Consignee).	No.	133	1105.06	146972.98

9	Supply, Installation, Testing & Commissioning of Video Recording Software with License as per RDSO Specification RDSO/SPN/TC/ 65/ 2021 Rev 6.0 or latest amendment (Per camera Licence means Video Recording at multiple locations such as Station, RPF Post & Server room by same license (Inspection by Consignee).	No.	133	662.28	88083.24
10	Supply, Installation, testing and commissioning of PC Work station for viewing, monitoring and system management including 24" 4K UHD LED monitors with mouse & key board, all required licensed software (windows 10 pro or latest operating system, MS office, antivirus (3 years validity) with 1000 VA UPS. The system should be as per RDSO spec. No. RDSO/SPN/ TC/ 65/ 2021 version 6 with Amdt-1 or latest. (Inspection by RDSO)	No.	56	175000.00	9800000.00
11	Supply and installation of 55 inch LED commercial display for 24 x 7 use, UHD large format display with HDMI port, USB port, WiFi etc as per RDSO spec.RDSO/SPN/TC/65/2021, Rev.6.0 or latest. All fixing materials shall be supplied by the contractor. Make: SONY/LG/ SAMSUNG. (Inspection by RDSO)	No.	56	62000.00	3472000.00
12	Supply & fixing of Computer table with key board pullout tray and table top with dimension 1000 Mm X 600 Mm X 750 Mm with drawers one side locked cabinet.(Inspection by Consignee).	No.	56	6100.00	341600.00
13	Supply and installation of Standard rack 19" 6U size height wall mounting type front glass door with lock and 2 key and rack fixing multi point AC power strip, cable organiser with wall fixing screws. (Inspection by RITES)	No.	133	5500.00	731500.00
14	Supply of STP CAT6 (23 AWG)cable compliant with latest EIA/TIA-568-B.2-1 standard with OEM test report. Make:Dlink/ MOLEX/ FINOLEX/ DAX or any other reputed make (Inspection by Consignee).	Mtrs	6000	31.21	187260.00
15	Supply of Power cable 3 Core 2.5 sqmm. Multi strand copper conductor (unshielded) as per RDSO/SPN/TC/65/2019 Rev 5.0 or latest .(Inspection by Consignee).	Mtrs	500	68.00	34000.00
16	Supply of 2 mtrs length CAT6 UTP Patch chord (RJ45) similar to D-Link make or better (Inspection by Consignee).	No.	700	50.00	35000.00
17	Supply, Installation, Testing and Commissioning of manageable Field Switches consisting of 8 nos. of 10/100/1000 BASE-T PoE and 2 nos of SFP 1000 Mbps uplink ports with all ports loaded with including 1G optical SFPs along with all accessories required for the installation as per RDSO Specification No.RDSO/SPN/TC/65/ 2021, Rev 6.0 with amendment	No.	133	16520.00	2197160.00

	no.1. Supply of optical SFP is included in this schedule (Inspection by RDSO).				
18	Supply and installation of PVC conduit pipe of 25 /38 /40 / 50 mm dia conforming to IS:9537 with suitable couplers and bends and drawal telecom cable as instructed by Railway engineer in charge of site by fixing/clamping at an interval to wall for indoor wiring purpose. (Inspection by Consignee).	Mtrs	1225	43.09	52779.98
19	Laying/blowing/pulling/drawal of STP cable/OFC cable/Power cable/Co-axial cable/switch board cable through the conduit pipe (Cables and Conduit pipe) not included in this schedule)	Mtrs	6500	6.73	43739.07
20	Supply and erection of 15 feet GI pipe of 4" dia of medium quality ISI No1230 (part 1) 1990.Having iron base plate 10mm thick 30cm x 30 cm weild at the bottom of the pipe with 4 supports of iron bars of size 10mm dia. The 3 feet pipe shall be buried in the ground and 12 feet shallbe above the ground. The work includes digging of pit on platform, laying of cable, erection of pole, filling the pit with 1:3:4 cement, concrete and sand. Final plastering should be done on the surface. The iron bracket on the top of the pole shall be provided for the fixing of CCTV camera and junction box/6U outdoor cabinate etc. (Necessary fixing and other materials required for fixing should be borne by the contractor) (Inspection by Consignee).	No.	50	3958	197912
21	Supply, installation, testing & commissioning of Broadband connectivity with minimum 40Mbps speed through Fiber/4G/5G with necessary all necessary accessories such as Modem, Power adaptor, antenna with cable etc for connecting to NVR/Camera. This schedule includes unlimited data plan for 24 months. (Inspection by Consignee).	Nos	136	86140.00	11715040.00
22	Supply of SIM Aggregator which Includes built in 4G SIM Modems and better, Approximately 8 hrs back up Make brand-INSTANET S-4 or superior Make - INSTANET S-4 (Warranty Period : Upto 30 months from the date of delivery.) (Inspection by Consignee).	Nos	10	93221.18	932211.80
23	Supply of 10 % spares (Camera, NVR, HDD, Switch, Monitor, UPS, Display,sim agreegator etc) as per the annexure enclosed.	LS	1	1542089.33	1542089.33
	Base Total				46,603,079.05

Annexure

	List of Spare items:		
1	Full HD Bullet type IP colour camera	Nos	13
2	32 ch NVR	Nos	13
3	4 TB Hard disk	Nos	26
4	8 port POE Gigabit switch	Nos	13
5	23 inch monitor	Nos	13
6	Supply of 1 KVA online UPS with 1 hour backup	Nos.	13
7	55 inch display	Nos	1
8	SIM Aggregator	Nos	1

Schedule B: Comprehensive Annual Maintenance Contract Schedules: The value of Comprehensive AMC Schedule shall be taken into consideration for evaluation of tender but shall not form part of the contract agreement for the work. The AMC contract Agreement shall be executed separately after successful completion of Two years Warranty period; Security deposit shall be released to the contractor only after execution of Contract agreement for AMC.

SW.II	Telecommunication Arrangements	Unit	Qty	Rate	Amount
1	Maintenance of CCTV camera system at LC gates for a period of 5 years ,which includes checking for smooth operation of camera system and its allied equipment's at central location such as SM room. Cleaning the inside and outside of Equipment rack, Camera Lenses, NVR, UPS, POE switch, Monitor at LC gate, Display at SM room etc. Tighten all fixing nuts and bolts mounting brackets of camera. Measuring UPS output/input voltages, current & battery readings time to time. Replacing faulty batteries if any to achieve proper backup. Loose cable to be neatly piped and structured if any. Proper working of NVR along with its software for video management/ recording to be ensured along with date and time stamp of recorded videos. During the course of maintenance, any failure reported should be attended immediately for which no extra payment is admissible for night hours also. Maintenance shall be carried out in presence of Authorised Railway representative. (All materials like wires, connectors, pipe,, nuts, bolts, tools, etc to be supplied by the contractor). (Railways will provide Camera , NVR, switch, UPS, batteries, display etc which has to be collected and transported from designated location without further charges at the time of equipment failure) (133 LCs x 5 Years x 12 Months = 7980) [Monthly]				

a	For First year	1596	Per LC Gate per month	533.09	850,811.64
b	For second year	1596	Per LC Gate per month	559.74	893,345.04
c	For third year	1596	Per LC Gate per month	586.40	935,894.40
d	For fourth year	1596	Per LC Gate per month	613.05	978,427.80
e	For fifth year	1596	Per LC Gate per month	639.71	1,020,977.16
	AMC for 5 years AMC				4,679,456.04

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

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GST will apply as per extent norms of GOI.

Chapter – III

Materials to be supplied by the Contractor

WITH RDSO INSPECTION

1. Cameras
2. NVR
3. PC Work station
4. 55 Inch LED Display
5. 8 Port POE switch

WITH RITES INSPECTION

1. UPS
2. 6U Rack

WITH CONSIGNEE INSPECTION

1. Hard Disk
2. 23 Inch LED Monitor
3. HDMI Cable
4. Video Management software
5. Video Recording software
6. Computer Table
7. STP Cable
8. Power Cable
9. UTP Patch chord
10. PVC pipe
11. GI Pole
12. Broad Band modem
13. Sim Aggregator



- Note: (i) All materials have to be supplied as per specification and drawings. Any reference can be made to Sr.Divisional Signal & Telecommunication Engineer, Tiruchchirappalli.
- (ii) The inspection of materials will be governed by special conditions of Contract. Any reference can be made to Sr. Divisional Signal & Telecommunication Engineer, Tiruchchirappalli.
- (iii) The dimensions of teakwood, hardwood, plywood and termite proof particles board are for finished products only.
- (iv) Materials as per IRS/RDSO specification with RDSO approved/developmental vendors included in part list are to be supplied with RDSO Inspection.
- (v) As per Railway Board Letter No: 2000/RS(G)/379/2 Dt. 06.09.2017, the minimum value limit to be pre inspected by third party i.e. RDSO/RITES is Rs.5Lakhs. However the materials are to be procured from RDSO approved vendors (if available) and to be submitted along with the manufacturer test reports and manufacturer/supplier guarantee certificate for consignee inspection.
- (vi) The critical items as per Special Conditions of Contract shall be inspected by RDSO irrespective of its value.

(vii)Wherever items such as RCC Cable route marker, concrete or metallic or reinforced plastic or composite materials, etc., in which there are such hidden parts which are vital/ essential to ensure good quality or strength of materials, are to be supplied in bulk quantity, and acceptance of such items shall be subject to consignee inspection, same shall be inspected by the nominated consignee/ railway supervisor/ railway engineer through destructive test or any other appropriate method or as advised by the original manufacturer or competent agency or authority, and the findings of the destructive test shall be recorded in the Consignee Inspection Certificate. Selection of the sample shall be random from the lot supplied by the contractor. There shall be no payment against the samples tested during the above Consignee Inspection.

Special Conditions of Contract (AMC)

1.Comprehensive Annual Maintenance Contract of CCTV system in Tiruchchirappalli station for Five years

i. Comprehensive Maintenance of CCTV system includes Cameras, NVR, Switches, Softwares, Work station PCs, Display units, UPS, Storages etc. Comprehensive Maintenance contract shall be valid for 5 Years (after completion of warranty period of 2 years from the date of commissioning) for the entire system including repair and replacement of defective card/ module/sub-system/ system/ modules/ components/ parts either in hardware or in software or any other form involved for safe, reliable and trouble free functioning.

ii. The price and rates in respect of the AMC cost shall be inclusive of all taxes and other levies etc.

iii. The Railway reserves the right to enter into the AMC or otherwise. The Contractor is bound to accept the AMC at the accepted rate. The AMC Contract Agreement shall be executed separately with the Division. The AMC rates shown in the ireps portal are not the Railway assessed rates but shown only to fill the gap at the IREPS portal.

iv. In case of non-compliance with the maintenance obligations during any Month of the period of AMC, necessary action as per the General Conditions of Contracts will be initiated.

v. Maintenance and Upkeep of Hardware, Software & peripheral equipments for the items shown in the Schedule.

vi. Attending to system brake-downs (including standby).

vii. Periodic preventive maintenance (Monthly) should be carried out to test, adjust and check up proper working of all systems and to take preventive action.

viii. Carrying all maintenance activity as per the scope of offer.

ix. Any number of visits required during brake down and restoration of the system.

x. AMC cost is inclusive of transportation and accommodation charges during all above visits.

xi. Railway need not pay any additional cost for visit during currency of the AMC Contract.

xii. The repair card/module shall be warranted to perform to published specifications and to be free from defects in workmanship and material under normal and proper use and maintenance. The Contractor should repair or replace at their expense any item on part that reaches this warranty during the warranty period even after the expiry of the contract. The contractor shall keep his Service Engineer with adequate spares to maintain the system during currency of AMC.

xiii. AMC will cover any Modifications/Alterations to the working system.

xiv. This AMC shall cover all equipment/ component/ cards / subsystems/ hardware and software of CCTV system.

xv. The contractor will have to maintain the system provided at the above mentioned location, in working condition (by supply/repair) during the period of AMC.

xvi. The scope of the AMC shall generally cover:

1.Maintenance and up keep of all hardware, software & peripheral equipments under the contract for the items shown in the Schedule.

2.Backup management & disaster recovery Repair/replacement of defective equipments/module /sub – system/ system/part either in hardware or in software or in any form.

3. Firm shall provide administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing and providing networking services for users and providing administrative support for print, file, directory for the users. These services are to be rendered for all locations where servers will be installed.

4. Updates and upgrades of operating system and application software including Antivirus security system, Data base, OS, MS-office, multifunction device for documentation, software for central monitoring including client and video analytic, Fresh installations on new servers is also included in the scope of the AMC.

5.Integration of new hardware equipment with CCTV System which are replaced due to

fault or obsolescence or/ and loading of new software.

6. Attending to breakdowns.

7. Periodical preventive maintenance (Monthly).

8. Modification if any to the existing software should be on free of cost.

2. Details of Items to be covered in AMC: Listed in the schedule

3. Items not covered in the AMC:

The AMC shall not cover any damage to the equipment either whole or part of the system due to external reasons such as floods, earthquake, sabotage, terrorist activity, fire etc. Cable damages, power outages, intentional damages to the equipment shall be beyond the scope of the AMC. The damages due to high voltage/ lightening/ power supply fluctuations shall be covered under AMC. The contractor should take due care in providing required protection equipment's before starting AMC.

4. GENERAL CONDITIONS:

The Contractor shall enter into MOU with the original equipment manufacturer of CCTV system for supporting in AMC. Necessary backup support from OEMs will be suitably arranged for maintenance of Hardware equipment /system software and application software.

AMC shall be invited generally for a period of Five years from the date of acceptance of the offer by the firm contract agreement on mutually agreed terms and conditions.

The price and rates in respect of the AMC & repairing cost are inclusive of all taxes and other levies etc. payable by the contractor to the Government or any other authority and shall remain firm under all circumstances for a full period of five year from the date of entering into the AMC and shall not change on account of variation of taxes / statutory dues / exchange rates etc. The rates to be quoted are thus "ALL inclusive".

The Railway and Contractor may at any time mutually agree to include in this contract additional equipment or and features which too shall be covered by all the Terms & conditions of this contract and charges which shall become payable to the contract of the remaining tenancy of the contract with effect from the date of their inclusion.

Railway can terminate the AMC at any time depending on overall performance of services rendered by the firm during the period of contract at its own discretion by giving show cause notice.

If the Railway at any stage of the contract decides to abandon the work and terminate the contact owing to its own reasons whatsoever the Railway shall pay the contractor the money for the work already completed as per Schedule of work of the Tender Document for which contractor is entitled for payment. The contractor has no right to claim damages for loss of profit or other reasons from the Railway. In such an event the railway shall give notice before 14 days to that effect to the contractor.

If any damages are caused to the Railway Equipment handed over for repairs an appropriate amount as decided shall be deducted from payments due to the contractor.

I.R. Rules, Signal Engineering Manual, Telecom manual and Safety Rules should be followed during execution of the maintenance works.

The contractor shall abide by all labour laws of the country/ state.

5. Safety Measures by contractor's staff:

1) Necessary personnel safety equipment should be kept available by the contractor for the use of the persons employed at the site and maintained in the conditions suitable for immediate use and contractor should take adequate steps to ensure proper use of equipment by those concerned.

2) The Contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises, and shall abide by all the Railway regulations and also ensure that the same are followed by his representatives, agents, servants or sub-contractors or workmen. The firm is therefore, be bound under these clauses to give notice to them about the provisions of this clause and the consequent liability of the contractor under the Agreement.

3) The works must be carried out most carefully in such a way that they do not interfere with the Railway operation except as agreed by the Railways.

4) The contractor's employee and workmen shall not for any reason operate any appliances or installation of the Railway concerning the safety of train movement, but they should whenever necessary notify to the qualified staff who will then take necessary steps.

5) The Contractor shall see that no damage is caused to Railway Signalling and transmission wires, station installation, communication lines, electric devices, trains of any kind, fencing as well as any rolling stock and in general to all Railway installations and equipments. If any damage is caused to or suffered by a Railway property by or as a consequence of the acts or unlawful omissions of the Contractor, its employees and workmen or other persons connected with it, the necessary repairs or replacements shall be effected by the Railways at the risk and cost of the Contractor. The said expenses shall be recovered from the Money due and payable to the contractor or by other appropriate process.

6) Contractor's liability costs, damages, etc.:

All costs, damages and expenses which the Railway may have incurred or suffered and which are recoverable from the contractor under the terms of this contract or the relevant law may at the discretion of the Railways, be recovered by deducting requisite amounts from any money due and payable or refundable to the contractor or any account whatsoever or by legal proceedings. The Railway also reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contract or out of any other transaction whatsoever against the contractor in exercising this right the Railway shall not act unreasonably. In the event of any breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the agreement and/or for criminal breach of trust, be liable to account to Government for all moneys advantageous or profits resulting or which in the usual course would have resulted by reason of such breach.

7) Site facilities:

To enable the contractor to discharge their obligations under this contract, Railway shall provide required assistance to the contractor for free and easy access to equipment.

For necessary co- ordination during trouble shooting or faults, Railways shall make available to the contractor free of charge appropriate staff familiar with Railways.

If at site any item is to be physically moved in connection with the carrying out of contracted maintenance service then for this purpose Railway may provide to the contractor on request necessary help and man power without charge.

No Railway free passes shall be issued to the contractor or his workmen for travel by trains. Only identification letters shall be issued to individuals employed on the work.

For the transport of materials from store to work spot, no octroi shall be paid by the Railway and only way bill shall be issued by the Railway Engineer covering the materials issued.

8) MODUS OPERANDI FOR REPAIRS:

1.(i) The spare system/card/module/sub-system, which is proposed to be replaced in lieu of card/module/sub-system, shall be of the same quality as that of original. It shall be certified by Engineer-In charge of the work before put it into the use. The details of all essential spare modules which are kept under the control of site engineer for failure shall be listed out and submitted to the office of Sr.DSTE. It may also be ensure that these spares are with RDSO inspection.

(ii) Then a new spares duly inspected by RDSO should be supplied to railways and the spare system/card/module which was used earlier for restoration of failure can be taken back. The repaired items shall be given to the Railway within one month from the date of occurrence of the failure. The details of all such repaired or new items should be submitted along with the bill and the details shall be up dated in the AMC register.

(iv)The Contractor is responsible for transportation and delivery of the defective components / subsystems to the OEM for repair.

(v) The firm shall strive to bring improvement in the reliability of the systems there by reducing the failures.

(vi) In case of system shutdown, the software required for restarting the system along with any other accessories shall be made available by the firm.

9.0 SCHEDULE OF ACTIVITY FOR EXECUTION OF AMC

i. The qualified Engineer of the firm will visit monthly with necessary tools, different cards & other equipments to check all the hardware, software & peripheral equipments and cards for replacement if any, including cleaning. It will not be necessary for the vendors to station a person permanently at the station/section. However, in his own interest, to avoid/minimize penal provisions, the contractor should station competent staff at such location/locations so as to facilitate quick movement in case of any failure of equipment/s. The comprehensive maintenance should be carried out under the supervision of the competent supervisor i.e. SSE or JE with good workmanship to the satisfaction of the Railway Officials/Administration. All sorts of safety precautions

should be taken before starting the work. The Railway will not be responsible for any accident caused to its labour during the execution of maintenance works. All checks, through servicing and maintenance and parameter readings of equipments carried out, should be entered against each machine/equipment in the Asset Register, Signature of the Railway's representative/Supervisor during the check should be obtained by the contractor concerned.

ii. During the period of AMC, the contractor shall remain responsible to arrange for replacement and setting right at his own cost any equipment/sub system either in hardware or in software or any equipment/sub-system either in hardware or in software or any other form supplied by OEM which of defective manufacture or defective design or defective material/components or becomes unworkable due to any cause whatever. The decision of Railways in this regard shall be final and binding on the Contractor. Only trained and skilled personnel shall be employed by the company.

iii. The System shall not be attended to by any other persons other than the duly authorised representative of the company.

iv. The Contractor shall replace certain components having limited life as part of preventive maintenance.

v. Record of measurements of various parameters, their adjustments and replacement of modules/cards/ equipments during the visit shall be maintained as per the proforma given by Railway and be got counter signed by the Railway's representative during every visit at a station. Contractor shall maintain a register at each location for recording the details.

vi. During AMC period, the Railway will do the first line maintenance and trouble shooting (as per manuals) and restore the working with their stock of spare module/card/equipment. The contractor's Engineer shall be called whenever required to restore any defective equipments / system to working condition.

vii. The message, in case of failure, shall be given by the Railway representative to the Service engineer on phone / fax or SMS or any other means. There shall be no limit on the break down calls.

viii. Defective component/equipment shall be repaired/ replaced within 24 hours of reporting to the authorized representative of the agency. Contractor may choose to get the equipment repaired/replaced remotely by necessary guidance to available local staff. However, the responsibility shall lie entirely and solely with the contractor to ensure that the equipment is put right timely. If the system requires major repairs, the contractor shall provide a standby equipment within 24 hours at the contractors cost to make the system functional. Waiver or reduction in penalty based on the justification and conditions shall be within the purview of Sr.DSTE/TPJ.

ix. The Contractor shall provide training to the railways maintenance personnel about basic maintenance and also first line of fault rectification. Contractor shall also prepare

and make available maintenance and fault rectification manual at all sites.

x. The firm shall attend all the defects as existing at the time of entering in the contract and mentioned in the details of equipments provided with the tender document.

xi. The Contractor should have adequate stock of spares required for restoration of any of the modules of the system within prescribed time limit. The required tools shall be arranged by the firm. The firm shall keep vital material required for maintenance / replacement readily available.

xii. The Contractor shall rectify the defects as may be pointed out in the course of AMC. Where defects due to bad workmanship on the part of the contractor or otherwise noticed or any dispute arising as to the correctness of the defects pointed out, the railway Engineer's decision in this regard shall be final & binding.

xiii. If the Service Engineer feels that the failure is due to any other reason which is beyond his purview, the same should be reasonably supported by reports/ measurements / readings etc. Railways decision in this regard shall be final.

xiv. Railway shall arrange to handover defective cards/ modules to the contractor which shall be returned back at the earliest, duly repaired by the firm. The contractor shall provide service spares for the time during which the defective items are under service/ repairs. These service spares shall be provided at NO EXTRA charges. These service spares shall be returned to the contractor promptly once the repaired cards are returned to the Railways, with maintenance of proper records in service register. The firm has to keep minimum service spare cards/modules to avoid minimum failure duration. Firm has to upgrade various software viz. operating system & application software and rectify/replace any/all faulty part/equipment. Replaced equipment should be compatible with present installations or present installation should be upgraded to provide compatibility with replaced equipment as part of comprehensive annual maintenance contract. No additional payment will be made to tenderer for this rectification.

xv. No faulty card/module/equipment shall be allowed to remain in the system for a period more than 24 hrs from the time of reporting the failure to the Service Engineer. The repaired card/ module shall be warranted to perform to published specification and to be free from defects in workmanship and materials under normal and proper use and maintenance.

xvi. The Contractor should maintain a round the clock helpline in the form of a call center/website so that calls can be logged. The firm's Engineer / Supervisor shall be available on telephone round the clock for passing on the information by Railways in case of failure. In case of odd hours failures and emergencies even on holidays and Sundays, normal service shall be rendered by the firm.

xvii. The Firm shall provide details of complete Escalation matrix of its Service personnel's for the AMC. The details shall include nearest field service location of the

firm along with telephone number, FAX, mobile numbers, address of service engineers and their higher levels to lodge fault complaint. Communication handed over to contractor's personnel at site / office shall be deemed to have reached their office.

xviii. The Contractor shall provide service personnel having minimum qualification and adequate experience in the maintenance of its equipments.

xix. The Contractor shall develop a regional repair center depending upon the number of equipments/installations.

xx. In case Railway needs any guidance / training in modifying / enhancing the capacity of the system/ minor shifting of the system, the contractor shall assist in completing this work and testing it at site.

xxi. Maintenance register shall be maintained as per the Performa given by Railway at all stations for recording the under mentioned details,

- a. Record of measurements of various parameters such as voltage, current etc.
- b. List of spares replaced if any on payment basis only.
- c. Defective card/ module/ equipment repaired.
- d. The details of adjustments and replacement of modules/ cards/ equipments during the visit shall be maintained as per the Performa given by Railway in the separate maintenance register and be got counter signed by the Railway's representative during every visit at a station.
- e. Monthly failure registers to be kept at stations for recording details of failure and restoration.
- f. Preventive maintenance report of all items and all periods for which bill is submitted and has been correctly received in good condition.

10.Preventive Maintenance Periodicity.

- i. Periodicity of Preventive maintenance is specified as 30 days.
- ii. While doing so, maximum allowed period between two successive maintenance shall not exceed 35 days (In case of unavoidable situations). Delay beyond 35 days and up to 45 days shall invite a penalty @ 5% of monthly AMC charge for that particular item per day. Any Delay beyond 45 days shall invite a penalty of full payment for that month.
- iii. The first preventive maintenance of the equipments by the AMC Representative/engineer shall be carried out within 30 days from the date of issue of LOA. Delay beyond 30 days and up to 45 days shall invite a penalty @ 5% of monthly AMC charge for that particular item per day. Any Delay beyond 45 days shall invite a penalty of full payment for that month.

11. Preventive Maintenance Checks

The following preventive maintenance checks are to be carried out at the specified periodicity to keep the equipments in good working condition.

The general cleaning should be done using blower to remove dust from intake and

exhaust points of the chassis.

The general condition of all equipment's to be checked. The components should be checked for excessive heating. The proper connectivity of heat sink and its effectiveness should also be checked. The electrical contacts should be cleaned with a cloth dampened in carbon tetra-chloride.

The loose electrical connections should be identified and attended. The condition of wiring to be checked to identify peeled insulation and general deterioration. If any wiring changes are to be done then the proper lugs should be used.

If any part is found defective or not working up to the satisfaction or over aged then the repair or replacement should be done.

The activities specific to the systems, which should be carried out during periodic visits.

12. Requirements of UP time & down time:

Working Hours for the system shall be considered as 24 Hours per day.

a) UP Time:

1. The contractor must ensure UP time of at least 99% for entire system being offered under this tender, up to the end of AMC period of 5 years.
2. The UP time shall be calculated on monthly basis.

b) DOWN Time:

1. Down time is defined as duration for which system as a whole or any part is not available for the purpose it is installed.
2. The Down time shall be reckoned from the time the contractor's representative has been informed by means Telephone, SMS, FAX, or any other method at the address as specified by Contractor within geographical jurisdiction of Railway.
3. Every month, summary of UP time and Downtime of each system shall be jointly signed along with the Railway representative. At the end of every quarter the MTBF and MTTR is to be calculated jointly by the firm's representative and the railway's representative.

14. Breakdown Maintenance

1. Breakdown Maintenance of the complete System including software for the problems experienced and as reported by Railways including defects, immediate replacement of faulty cards of any type, are to be carried out by the contractor.

2. On experiencing a problem in the equipment, the Railways shall inform about the problem to the contractor through telephone/FAX/Post/e-mail or any other means. The contractor shall register the complaint and confirm it by issuance of suitable case number.

3. The breakdown calls shall be attended on beyond office hours, Sundays and other Holidays including National Holidays.

4. After attending each major break down, the joint break down report shall be prepared by contractor or his authorized Engineer/ representative and Railways Representative not below the rank of JE (Tele). A copy of this report shall be submitted to Sr.DSTE or any other officer so nominated by Sr.DSTE.

15. Replacement of the Equipments/Cards/ Modules/ Components

The equipment spare card/module/sub-system, which is proposed to be replaced in lieu of card/module/sub-system, shall be of the same quality as that of original. It shall be certified by Engineer-In charge of the work before put it into the use. The details of all essential spare modules which are kept under the control of site engineer for failure shall be listed out and submitted to the office of Sr.DSTE. It may also be ensure that these spare cards or module are with RDSO inspection.

Then a new card duly inspected by RDSO should be supplied to railways and the spare card which was used earlier for restoration of failure can be taken back. The repaired card/new card shall be given to the Railway within one month from the date of occurrence of the failure. The details of all such repaired or new cards should be submitted along with the bill and the details shall be up dated in the AMC register.

The Contractor is responsible for transportation and delivery of the defective components / subsystems to the OEM for repair.

The firm shall strive to bring improvement in the reliability of the systems there by reducing the failures.

In case of system shutdown, the software required for restarting the system along with any other accessories shall be made available by the firm.

If a faulty card is to be replaced during Preventive Checks/ Breakdown Maintenance then the faulty card shall be handed over to the contractor for carrying out repairs in their premises. The contractor shall provide a replacement card of same or higher version and compatible with the control equipment.

After repairing, the contractor shall bring back the originals and install in the system. Then, the replacement card installed by the contractor during Preventive Checks/ Breakdown Maintenance would be handed over back to the contractor.

If the faulty equipment is declared beyond repairs by the contractor then the replacement will be accepted as railway property.

If any faulty equipments taken by the contractor for repairs is not returned by the time of claiming last AMC payment then the procurement cost of the card with incidental charges as assessed by Railways will be recovered from his payment.

Penalty

During the period of AMC if any server system, work station, monitor, storage etc. goes faulty during operation shall be repaired/ replaced free of cost within 24 Hrs of lodging complaint, failing which 1% of component/ system cost per day shall be imposed as penalty which shall be deducted from firm's bill. Availability of sufficient spares as per minimum spare requirement will be inspected & certified by Railway Authorities. Non-availability of spare will attract penalty of 1% of component/ system cost per day which shall be deducted from firm's bill.

13. Log Book

A log book shall be maintained in the Station where the problem experienced in the working would be entered along with date and time of the problem noticed. The problem will be reported to the contractor on their phone/address through phone/fax/post/e-mail and the complaint number with time will be recorded in the log book. The contractor or his authorized Engineer/ representative has to fill up the other columns of the log book indicating failure details, how the rectification done, replacement card particulars, defective card particulars, date of rectification and time of rectification. After filling up these details, he has to put his signature. These entries will be countersigned by Railways Representative not below the rank of JE (Tele).

The log book shall be maintained in the following format

S. No.	Date & Time of reporting failure	Type of failure	Date & Time of rectifying failure	How the rectification done	Sl. No. of the defective item	Sl.No. of the replacement item	Delay in attending breakdown (hour	Signature of Contractor	Signature of SSE/ JE

All the tools and testing instruments required for checking, testing and attending to preventive maintenance as well as breakdowns shall be arranged by the contractor

Format for AMC Register

S. No.	Date & Time of intimation to firm	Name of firm's representative who received the message	Acknowledgement No. from the Firm	Date & Time of visit to site by Maintenance Engineer	Details of faults and corrective measures	Signature of the Railway representative after joint testing	Signature of the representative of firm after rectification	Remarks

					carried out			

14. CHANGE OF SITE

The site of maintenance can be changed by railways during the course of AMC by notifying the contractor at least 15 days in advance of AMC visit without any change in the payment terms. However, the site will not be changed beyond jurisdiction of Railway Division. It may be noted that such a situation may arise if the equipments are shifted at railways cost to any other station within division and no transportation or installation damage is caused by railways.

15. PRICE ESCALATION

1. Wage Escalation: Railway is not agreeable to any wage escalation.
2. Material price Escalation: Railway is not agreeable to any material price escalation.

Penalty Calculation: For Delayed Schedule Visit

Station	Calendar Month	Due date of schedule visit during the month [30+05* days from date of last visit)	Actual Date of Visit	Delay in Visit (in no. of days)	Penalty	Remarks
Note: A grace period of 05 days shall be allowed for scheduled preventive maintenance visit after which @ 5% of monthly AMC charge for that particular station may be levied for each passing day for the period over and up to 10 days. No AMC charge, if the AMC is due for more than 10 days from the last AMC visit						

Sign of SSE/Signal/In charge

Sign of Tenderer

with date and seal

with date and seal

Penalty Calculation: Failure Rectification/Breakdown of the Installation [MTTR]

Maintenance Reg /Ref. No.	Station	Date of Last AMC Visit	Date/Time Failure reported [Tf]	Rectification		Remarks (Nature of failure & action taken for Rectification)	Total Downtime [Dt – in Hr.] [Dt=(TfTr)]	Deduction in payment *
				Date/Time Attended [Ta]	Date/Time Rectified [Tr]			

Sign of SSE/Signal/In charge
with date and seal

Sign of Tenderer
with date and seal

Counter signed of sectional ADSTE
with date and seal

CHAPTER –IV

SPECIAL CONDITIONS OF CONTRACT

LOCAL CONDITIONS
PROCUREMENT OF STORES
MATERIALS TO BE SUPPLIED BY RAILWAYS
EARNEST MONEY DEPOSIT, PERFORMANCE GUARANTEE &
SECURITY DEPOSIT
QUANTITY
LANGUAGE
ADOPTION OF METRIC SYSTEM
USE OF TECHNICAL TERMS AND CONDITIONS
DRAWINGS AND SPECIFICATIONS
CLARIFICATION REQUIRED BY THE TENDERER/CONTRACTOR
DISCREPANCIES IN DRAWINGS AND OTHER DOCUMENTS
SUPPLY OF ELECTRIC POWER
INTERPRETATION OF THE CONDITIONS
FUTURE DEVELOPMENTS
MOBILISATION ADVANCE
EXECUTION OF WORK & VARIATION IN QUANTITIES
ATTENDING TO DEFECTS
MAINTENANCE/GUARANTEE
INSPECTION OF MATERIALS
FACILITIES FOR TEST & EXAMINATION
CERTIFICATE OF INSPECTION & APPROVAL
INSURANCE
TAXES-CENTRAL, STATE, LOCAL
PRICE/WAGE ESCALATION CLAUSE
SAFETY PROVISION FOR CARRYING OUT OF WORKS

CONTRACTOR's DRAWINGS
SITE FACILITIES
STORAGE OF PETROLEUM
SERVICE ROADS
ROYALTIES & PATENT RIGHTS
COMPLETION PERIOD
NIGHT WORK
DEDUCTION OF INCOME TAX
INCOME TAX CLEARANCE CERTIFICATE
LABOUR LICENCE
SITE CLEARANCE
FORCE MAJEURE CLAUSE
SETTLEMENT OF DISPUTE & ARBITRATION



SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 0.1 The Special Conditions of Contract contained herein shall be supplemented to the “General Conditions of Contract”. In the event of any conflict or inconsistency between them, the Special Conditions of contract contained herein shall prevail.
- 0.2 The technical specifications of contract as incorporated in this contract document and drawings supplied with tender will form the basis for execution of the work.
- 0.3 The STANDARD GENERAL CONDITIONS OF THE CONTRACT [CE - 493A] for Civil Engineering works of Southern Railway as amended upto date will form part of the contract Agreement and for all purposes be treated as if the same have been incorporated herein. The contractor shall obtain copy of the STANDARD GENERAL CONDITIONS OF CONTRACT FOR CIVIL ENGINEERING WORKS from the Chief Engineer, Southern Railway, Park Town, Chennai - 600 003, on production of Cash Receipt for the sum of Rs.40/- plus tax as leviable paid to the Chief Cashier, Southern Railway, Chennai - 600 003, or any Station Master on Southern Railway.

2.0 PROCUREMENT OF STORES:

- 2.1 For the execution of the works, the contractor shall procure items of materials inclusive of miscellaneous and consumable items of Stores as detailed in Vol.I
- 2.2 All signalling and telecom materials to be supplied by the contractor shall be subject to inspection by Railway's nominee as per Clause 19 of Special Conditions of Contract.
- 2.3 All the materials and equipments to be supplied and used for execution of work shall be to IRS wherever available, or to ISS, if IRS is not available. In case of materials for which neither IRS nor ISS are available, detailed specifications with drawing have to be supplied by the contractor for approval of the Railway Administration.
- 2.4 Materials not covered in RDSO's approved list of items and to be supplied by the contractor shall be of the best quality and from manufacturers of reputed establishments. The contractor shall produce test, warranty certificates from the manufacturers and the pamphlets in four copies to the Railways. Materials covered under RDSO's approved list of items should be procured from those firms approved by RDSO only.

- 2.5 Materials to be supplied by the tenderer/contractor and by Railways for the execution of work are indicated. However, any particular item of materials not included in the contractor's list or in the Railway's list, but if still required to complete the works, the tenderer shall include such items of materials in his tender and quote for the same.
- 2.6 The specification for each material to be procured and used by the tenderer shall be as indicated against each item of material vide Chapter III
- 2.7 The contractor will however have to procure all the tools and plants required for executing the labour portion of the work and before the actual commencement of the work, the contractor will satisfy the Railway engineer that he has procured all the necessary tools and plant required of good quality. The contractor shall engage his own labour and supervisor for the execution for work covered in the contract.

3. MATERIALS TO BE SUPPLIED BY RAILWAYS FOR THE EXECUTION OF THE WORK:

Materials as indicated shall be supplied to the contractor by the Railways free of cost at the stores depot indicated therein. The rates quoted by the contractor should include the cost of transportation of materials supplied by the railways from the place of delivery to site of work.

4 EARNEST MONEY DEPOSIT, PERFORMANCE GAURANTEE AND SECURITY DEPOSIT: As indicated

5 QUANTITY:

It will not be binding on the Railway Administration to give the works at all the stations or all the items of work at a station on contract and the Railway Administration may decide to do any or all the items of supply or work involved at a station in the above list departmentally without assigning any reason for the same. Also, the Railway Administration may give the work at different stations to different tenderers or different items of work at the same station to different tenderers without assigning any reason for the same.

6 LANGUAGE:

All documents to be submitted in connection with this contract shall be written in **ENGLISH.**

7 ADOPTION OF METRIC SYSTEM:-

Dimensions, weights etc., shall be quoted in Metric system.

8 USE OF TECHNICAL TERMS AND CONDITIONS, DRAWINGS AND SPECIFICATIONS:-

Definition of technical terms and symbols used in circuits shall be as per Indian Standard Specifications and where such specifications are not available, they should be of British Standard Specification.

9 DRAWING AND SPECIFICATIONS:-

Copies of the IRS drawings and specifications according to which the works have to be executed, have to be obtained by the Tenderer direct from the Director General, RDSO, S&T Wing, Alambagh, Lucknow-5.

10 CLARIFICATION REQUIRED BY THE TENDERER/CONTRACTOR:-

Any clarification required by the Contractor may be obtained from the Sr.Divisional Signal & Telecommunication Engineer, Southern Railway, Tiruchchirappalli. After award of contract, the field executive who is in charge of the work as indicated.

11 DISCREPANCIES IN DRAWINGS AND OTHER DOCUMENTS:

The tenderer shall carry out at his expense any alteration of the work due to any discrepancies, errors or omissions in the drawings or other particulars submitted by him. Any approval given by the Railway for this purpose shall in no way absolve the contractor from any or all responsibilities for the correct function of the equipment. In this regard, the sole responsibility rests with the contractor in all respect. Any fittings or accessories which may not be specifically mentioned in the specification of tender documents or the letter of acceptance of the tender or the agreement executed thereof but which are usual or necessary as per normal Signal Engineering practice are to be provided by the contractor without extra charge so that the plant is complete in all respects.

12 SUPPLY OF ELECTRIC POWER:

The Railway shall provide single phase LT power supply for soldering, lighting and minor drilling works, wherever electric supply is available. The charges for electric consumption at site in connection with the erection, have to be borne by the contractor at the rate specified by the Railway.

13 INTERPRETATION OF THE CONDITIONS:

With his tender the tenderer shall submit a note stating his interpretation of the specification wherever he desires to clarify any aspects of his offer. In respect of matters or issues not covered by this note, it shall be assumed that the quotation conforms to the specifications laid down in the tender documents. The interpretation of the Railway where such interpretation found necessary shall be final and binding on the tenderer.

14 FUTURE DEVELOPMENTS:

If during the period between the date of tender and signing of the contract, there have been any developments resulting in improvements or advancements, technical or mechanical in regard to the equipment to be installed, its designs or fabrications, the tenderer shall make available to the Railway all information pertaining to the same. In the light of such information the Railway may modify the orders to take advantage of these developments on the basis of mutually agreed terms.

15 MOBILISATION ADVANCE

(Only if the estimated value of the work exceeds Rs.25Crore):

16 EXECUTION OF WORK:

- 16.1 Materials required for installation at the station shall be made available to the contractor at the Railway's depot as indicated in and the contractor shall take delivery of such materials at this depot and make his own arrangements for the transport of the materials at the works spot at his own cost. The contractor shall be responsible for checking before taking delivery that all the materials given to them are in good condition. The contractor shall be responsible for undertaking repairs if any, to crates, cable drums packing cases, etc. for safe transport of materials from Railway's specified depot to the site of work. The contractor should also undertake necessary repairs to crates drums etc. in respect of unused materials required to be returned to the purchaser. No extra payment will be made on this account. Extra care should be taken in the transportation of sophisticated Electrical and Electronic equipments like relays, SSI equipment, power equipments, etc. to prevent from damage during transit. Further, these equipments should be stored in a covered place to protect from heat, dust, water, etc. These equipments should be installed and brought in use before the expiry of the shelf life.
- 16.2 The rates quoted by the Contractor in the schedule shall be inclusive of all the charges viz., labour and transportation of materials including loading, unloading and shifting from the Stores depot to work spot, etc. and all the materials to be supplied by them as indicated. No other charges shall be payable by the Railway.
- 16.3 The materials that shall be handed over to the Contractor at any time for execution of the work shall depend upon the particular item of work in the Schedule to be done at a particular time and also the progress of work. The contractor shall furnish an indemnity bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the Railway at a time shall not exceed the value of the indemnity bond that is furnished by the contractor.

- 16.4 The materials issued by the Railways shall be used solely and economically for the purpose of the works covered under this contract only. The materials shall be used in such quantities and manner as indicated in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Waste or damage to such materials in any manner shall not be caused by the Contractor.
- 16.5 The contractor will be liable to render full account for all the materials issued by the Railway. If any quantity of Railway materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at the book rate or last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight, 2% on account of incidental charges together with supervision charges at 12.5% on the total cost inclusive of materials, freight and incidental charges. Freight between the Railway sources of supply and the site of work shall be to the contractor's account.
- 16.6 If at any time, any material which the contractor would normally have to arrange for himself for executing the works, is supplied by the Railways, either at the contractor's request or suo-moto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply thereof or otherwise such materials will be made available to the contractor in the Railways Stores as indicated in Vol. I. All handling thereof will be the contractor's responsibility. Recovery of the cost of such supply materials will be made from the contractor's bills as per extant rules of the Railway.

16.7 Variations In Quantities During Execution Of Works Contracts

- {Authority : (1) Item-9 to Railway Board's letter no. 2007/CE-I/CT/18, Dated 28.09.07 and
(2) Item-2 to Railway Board's letter no. 2007/CE.I/CT/18/Pt.XII, Dated 31.12.10}

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

- (1) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- (2) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations may be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade.

- (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item shall be paid at 98% of the rate awarded for that item in that particular tender.
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iv) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
- d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and if found necessary should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO/FA & CAO(C) and approval of General Manager.
- 3 In case where decrease is involved during execution of contract
- (a) The contract signing authority can decrease the upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grad may be taken after obtaining ' No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.

4. The limit for varying quantities for minor value items shall be 100 %(as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate)
7. For the tenders accepted at the Zonal Railways level, the variation in the quantities will be approved by the authority in whose powers the revised value of the agreement lies.
8. For tenders accepted by General Manager, Variations upto 125% of the original Agreement value (even if the revised agreement value is beyond GM's competence to accept tenders) may be accepted by General Manager.
9. For tenders accepted by Board Members and Railways Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

16.8 Vitiation:

(This clause shall be treated as an 'Excepted matter' in terms of Para 63 of the GCC)

"In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to Contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and amount payable shall be limited to the lowest aggregate value as worked out.

This clause will be applicable to the agreement as a whole including all variations in quantities."

The vitiation will be worked out at every 'on account bill' stage and payment will be regulated accordingly.

Vitiation if any, arising due to variation of quantities during the execution of works, the same shall be deducted from the bills of contractors.

In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.(Board's letter No. 2007/CE-I/CT/18/ Pt.13 New Delhi, dated 04.10.2010) and vide Railway Board's letter No. 2017/Trans/01/Policy dt 08.02.2018.

Handling vitiation during variation in contract quantities as per Railway Board's letter No. 2017/Trans/01/Policy dt 08.02.2018:

In partial modification of existing instruction, it has been decided that as a result of variations, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

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

16.8.1 When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted. Vitiating as above shall be worked out as a whole for agreement including all variations in quantities.

16.8.2 The above shall be regulated as under:

- a) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender.
- b) Vitiating should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiating. '

16.9 The contractor shall give written notice of 15 days to the Engineer before commencement of any particular item of work, at any station so that the engineer can make adequate arrangements for supply of the materials required and for supervising that work. The contractor will programme his work in such a manner so as not to interfere in the working and movement of trains. No extra payment shall be allowed on this account and for taking any precaution or wastage of contractor's labour, time, etc. due to train working.

16.10 **RETURN OF EMPTY CABLE DRUM/RELEASED MATERIALS:**

The contractor has to return any cut pieces of cables, wires, etc., that may be left out and surplus materials from the drums and other packing materials that might have been handed over to him. No extra payment will be made for this and the unit price quoted against the various items should include this work also. The surplus materials have to be handed over to the Stores of the Engineer-in-Charge of the work as mentioned in Vol.I. Failure on the part of the contractor to return the empty cable drums will entail the contractor to pay the charges as indicated against various sizes of empty cable drums at the time of final payment, indicated as hereunder:

16.10.1 Empty Signalling cable drums upto 12 Core capacity Rs.100/- each (Rupees One Hundred only).

16.10.2 Empty Signalling cable drums above 12 Core and upto 31 Core capacity and Telecommunication cable drums Rs.150/- each (Rupees One Hundred and Fifty only).

16.10.3 Empty Power cable drum Rs.125/- each (Rupees One Hundred and twenty Five only).

16.11 The contractor shall take proper written acknowledgement from the Engineers Representative for all the materials returned by him.

16.12 All tools that are required by the contractor for the purpose of transportation of the materials, digging, concreting and erection, wiring and painting works shall be brought by the contractor himself. This shall include spare parts, fuel and consumable and miscellaneous stores-details furnished in Vol.I. The rates quoted by the contractor shall be deemed to be inclusive of all charges for such items and inclusive of labour required to ensure efficient and methodical execution of work.

16.13 **NEGOTIATION OF RATES FOR ITEMS NOT MENTIONED IN SCHEDULE:**

If during the execution of the work the contractor is called upon to carry out any new item of work not included in accepted Schedule, if any, it should not be executed before a rate has been agreed to by the Railways in the manner as indicated in General Conditions of Contract and Instructions for tenderers.

16.14 **INSPECTION OF FOUNDATION:**

Before casting of foundation, the contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of pits, quality of bricks, concrete mixture, etc. and ensure compliance with the Drawings and Specifications.

16.15 **INSPECTION OF TRENCHES, CHASES & FILLINGS:**

Before the cable are actually laid, the Contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches, chases, for tamped filling. The measurements for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificate in Form 8 that the above work has been done as required by the specifications.

- 16.16 Due care shall be exercised to ensure that while doing the dismantling work, no released material is damaged by the contractor. Proper account is to be taken at the field jointly with Railway Representative before releasing. After releasing the materials, the released materials can be stocked neatly at a place indicated by Railways (preferably near road approach) at the station. The released unwanted materials may be watched and guarded till the same is auctioned. The Contractor shall take proper written acknowledgement from the Engineer's Representative for all the materials returned by him.

- 16.17 Following field Books of supervisors shall be maintained:

- i) Site Order Book – For all instructions issued to the contractor or his representative with their replies.
- ii) Note Book – For recording progress of work, satisfactory or unsatisfactory working of contractors, matters for reference to supervisors, dates of all inspection, details on various points considered worthy of remarks.

These books are considered as official records to be produced whenever required by the supervisors.

16.18 **RECEIPT OF MATERIALS FROM CONTRACTOR:**

- 16.18.1 As soon as the materials are accepted by the Railway from the contractor, DMTR entries are to be made immediately. While taking materials from the contractor, delivery challans issued by the firm who has sold the materials to the contractor/trader and inspection certificate shall be insisted upon.

- 16.18.2 Fabricated items which are to be supplied by the contractor are to be checked thoroughly with the drawings regarding quality of the materials, gauge dimensions, etc. as per the schedule. Wherever any material is received from field/contractor, the detailed nomenclature shall be entered in the DMTR. In case of an equipment, the details of manufacturer's name, year of manufacture, RDSO Test Certificate No., Serial No., Contractor's name and Agreement No. and place of installation shall be mentioned both in the DMTR and the ledgers.

16.18.3. Materials are normally to be delivered at designated Stores by the contractor. If they are delivered at site due to logistics/exigencies, the supervisor/officer receiving such materials (after verification of due inspection) shall arrange for necessary entries in the designated Stores' DMTR within a week.

16.18.4 Issue of materials to the contractor:

Whenever any material is issued to the contractor for carrying out a work, the particulars are to be entered in the DMTR.

16.19 INSPECTION OF WORKS:

16.19.1 The Engineer or his representative may inspect and test the various portions of the work at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials workmanship or design in comparison to what is called for in the specification. In the event of rejection of any work already executed and not in accordance with specification as in this tender and/or as determined by the Engineer or which the Contractor has been apprised, the contractor shall carry out alterations/replacements to such works to the satisfaction of the Engineer for which no additional expenses will be borne by the Railway.

16.19.2 The contractor shall submit detailed test procedure for each equipment, sub-system and system as a whole to the Railways. The Railways shall discuss with the contractor and modify the test procedure as may be required to ensure that the requirement of tender specifications are complied. The finalized test procedure shall, only, act as a broad guideline and Railway shall be free to carry out any other tests that may be considered essential. The test procedure shall give details of all equipment, test and measuring instruments required to perform the tests which shall be provided by the contractor free of cost.

17 ATTENDING TO DEFECTS:

The contractor shall rectify defects that may arise in the work executed for a period of three months after completion of work, such defects being due to bad workmanship on the part of the contractor or otherwise. Should any dispute arise so as to correctness of the defect pointed out, the Engineer's decision in this regard is final and binding.

18 MAINTENANCE/GUARANTEE:

18.1 The contractor shall guarantee satisfactory working of the installation erected by him for 24 months from the date of Completion.

18.2 During this period, the contractor shall keep all materials, tools and other requisite equipment readily available and shall carry out at his own expense all modification, additions or substitutions that may be considered necessary for satisfactory working

of the contract work or equipments. Final decision in respect of unsatisfactory working of the contract work or equipments or faulty use of designs or workmanship, etc., shall rest with the Sr.Divisional Signal & Telecommunication Engineer, Tiruchchirappalli, Southern Railway, Chennai-600003 and the same shall be binding on the contractor.

- 18.3 During the aforesaid period of Guarantee, the contractor shall be liable at his own cost for all repairs or replacements of any parts that may be found defective in the contract work or equipment irrespective of whether any defect arise as a result of faulty design, materials, workmanship, installation or otherwise provided that such defective parts are not repairable at site are promptly removed to the contractor's works, for repairs if so replaced by him by new ones in order to remove the defects at his own expenses. In case minor repairs are carried out by the Railway at site, the cost of such repairs plus departmental charges shall be borne by the contractor.
- 18.4 In support of this guarantee the contractor shall furnish a Bank Guarantee for the value of Security deposit of the contract from a Nationalized Bank fully indemnifying the Railway against all losses incurred by the Railway during the guarantee period. If the security deposit is furnished in the form of Bank Guarantee as prescribed in Clause 16 of the General Conditions of Contract, the same Bank Guarantee shall be valid to cover not only the whole period of supply and installation of the equipment on order but also to cover a period of guarantee for twelve months from the date of issue of completion certificate. If the security deposit is paid in cash or in the form of Government Securities, the same shall be paid to the contractor after the expiration of the period of maintenance as specified above and after the contractor furnished Bank Guarantee for the value of Security Deposit of the contract amount to cover the period of Guarantee for twelve months from the date of issue of completion certificate.

19 INSPECTION OF MATERIALS:

- 19.1 Materials to be supplied by Contractor shall be of best quality and shall conform to the relevant specifications, Designs and Drawings. The materials shall be procured by the Contractor/s from manufacturers of repute or their authorized dealers as approved by the Engineer-in-Charge.
- 19.2 The Contractor/s may be required to produce test certificate from the Manufacturer, wherever called for by the Engineer-in-Charge.
- 19.3 The contractor should procure signalling/telecom items which appear in the RDSO approved list normally from the Part I suppliers. The contractor shall take prior approval of the Railways before placing orders on the firms. In out by RITES. In exceptional cases, the consignee inspection shall be carried out by an Officer nominated by the Engineer-in-charge of the work. Even in these cases, the materials shall be procured from RDSO approved sources.
- 19.4 The items which are included in the list of RDSO approved suppliers (Electrical Signalling items) shall be inspected by RDSO and Mechanical Signalling items shall be inspected by RITES except petty items which shall be inspected by

representative of the Engineer-in-Charge. The RCC pipes and Earth Electrodes, shall be inspected by RITES. In case the value of Electrical sigg. items is less than Rs.5 Lakhs, the inspection shall be carried out by RITES. In exceptional cases, the consignee inspection shall be carried out by an Officer nominated by the Engineer-in-charge of the work. Even in these cases, the materials shall be procured from RDSO approved sources.

- 19.5 The critical items will continue to be inspected by RDSO irrespective of its value:
- 19.6 All materials that are not covered under specification, designs and drawings of RDSO, Railway Board, etc., will be procured by the Contractor from the manufacturers of repute/their authorized dealers, after the approval of the Engineer-in-charge.
- 19.7 Materials to be supplied by the contractor shall be put up for inspection of Engineer or his representative for checking its quality/suitability before they are finally used/installed by the Contractor and necessary inspection certificate to be obtained. The Contractor shall therefore arrange to get the material inspected in advance, preferably in bulk and not in piece-meal. The Contractor shall give the Railway 10(Ten) days notice, when the materials are case, there are no firms in Part-I list. Prior approval of Railways should be obtained before placing order on Part-II firms.
- 19.8 **The inspection charges levied by RDSO/RITES will be on contractor account.**
- 19.9 All materials to be supplied by contractor should be offered by him/them for RDSO's/RITES inspection, well in time, so as not to delay the progress of work at any stage at any of the stations in any way on this account.
- 19.10 If required, the Contractor shall provide at point of production, apparatus and labour for making required tests under the supervision of the Railway. Tests may be made either at point of production, on samples submitted or at the destination.

20 FACILITIES FOR TEST & EXAMINATION:

The contractor shall provide, without any extra charges, all materials, equipments, tools and labour of every kind which the RDSO/RITES or their nominee may consider necessary for any tests and examinations which they or their nominee shall require to be made on the contractor's premises and shall pay all cost attendant there upon. The contractor shall also provide and deliver free of charge at such places as the RDSO/RITES or their nominee may nominate such materials as they or their nominee may require for the independent testing organisation. The cost of any such tests will be defrayed by the Railways unless it is stated in the specification that it is to be paid by the Contractor.

21 CERTIFICATE OF INSPECTION AND APPROVAL:

- 21.1 No stores will be considered ready for delivery until RDSO/RITES or their inspecting officer nominated by them have certified in writing that the material has been inspected and approved by them.
- 21.2 Facilities must be provided by the contractor to the Railway or their nominee for inspection of the stores, equipments and structures at all stages of their assembly, manufacture and fabrication.

22 INSURANCE:-

- 22.1 The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Railway at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site or the Contractor's Office for the purpose of carrying out the contract works on the site. The contractor shall take about and keep in force a policy or policies of Insurance against all recognized risks to their office accommodation and storage for which he is liable. Such insurance shall in all respects be subject to the approval of the Railway.
- 22.2 The Contractor shall take out and keep in force a policy or policies or insurance for all materials handed over to him irrespective of whether used up in the portion of work already done or kept for use for the balance portion of the work until such works are handed over to the Railway. For this purpose, the works are deemed to have been handed over when final acceptance certificate is issued by the Engineer after the completion of all the acceptance test to be conducted on the works. The contractor shall not be liable for losses/damages to the materials either used up in the portion of work done or the materials kept for use at site, in consequence of mutiny or other similar causes over which the contractor has no control and which cannot be insured. Such losses or damages shall be the liability of the Railway.
- 22.3 The Contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Good) Insurance Act in force.
- 22.4 The Contractor shall take out all insurance covers in connection with this contract with the General Insurance Corporation of India.

23. TAXES – CENTRAL, STATE, LOCAL:-

- 23.1 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 Govts & 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.
- 23.2 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.

- 23.3 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.
- 23.4 No foreign exchange and/or import license will be released/provided to the contractor in connection with this contract.

24 PRICE/WAGE VARIATION CLAUSE:

Railway is not agreeable to any price/wage escalation clause.

25 SAFETY PROVISION FOR CARRYING OUT WORKS:-

PROTECTION TO WORKS:-

- 25.1 The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working on the Railway premises and shall have to conform to the rules and regulations of the Southern Railways. While the work under the contract is in progress, if and when, there is likely to be any danger to the persons employed by the contractor due to running of traffic or while working on Railway premises, the Contractor shall apply in writing to the Railway to provide flagmen or look-out men for protection. The Railway will, however, decide as to whether it is necessary to post such flagmen and look-out men for various types of works and also the number of such men required to protect the contractor's staff working at site. The flagmen and look-out men will be Railway Servants and no expenses on this account will be recovered from the contractor.
- 25.2 The contractor's employees and workers shall not for any reason operate any appliances or installations of the Railway concerning the Safety of train movements, but they should whenever necessary notify to the appropriate Railway staff who will then take necessary steps.
- 25.3 Suitable ladders for climbing the posts and slings for supporting men on the post shall be used. Ropes as required shall be used for erection of the poles. The size of the rope shall be adequate. The contractor shall take necessary precautions for working near the power lines. If at any time the Railways find the safety arrangements are inadequate or insufficient, the contractor shall take immediate corrective action as directed by the Railway's representative at site. Any direction in the matter shall in no way absolve the contractor of his sole responsibility to adopt safe working methods.
- 25.4 Necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed at the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

25.5 No electrical apparatus which is liable to be a source of danger, used by the operator shall remain electrically charged.

25.6 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray.

25.7 **BLASTING OF ROCKS:**

Blasting of rocks for foundation work shall be done only after due notice is given to the Railway's time/s and dates for blasting operations agreed to by the Railway. Blasting, if required to be done in vicinity of the track shall not be undertaken until the Railway flagmen on duty, take necessary steps to protect trains and the track, to be protected by the contractor against damage by blasted rocks. The contractor shall follow detailed instructions which will be issued to him regarding blasting operations in the vicinity of tracks.

25.8 **SAFETY FOR PASSENGER WHILE WORKING BY CONTRACTOR IN STATION LIMITS:**

While working within station limits especially on passenger platforms, the contractor shall ensure that at all times sufficient space is left for free movement of passenger traffic. He must cover and or barricade the excavations carried out in such areas and continue to maintain these, till the work is completed with a view to avoid any accident of public or to a Railway staff.

25.9 **AVOIDING INFRINGEMENT OF INDIAN RAILWAY ACT:**

The works must be carried out most carefully without any infringement of the Indian Railway Act or the General and subsidiary rules in force on the Railway, in such a way that they do not hinder Railway operation nor affect the proper functioning of or damage any Railway equipment, structure or rolling stock except as agreed to by the Railway, provided that all damage and disfiguration caused by the contractor to any Railway or Public properly must be made good by the contractor at his own expenses failing which cost of such repairs shall be recovered from the contractor.

25.10 **RECOVERY OF COST OF SAFETY OF TRACK AFFECTED:**

If safety of track etc., is affected, as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay the Railway shall, after giving due notice to the contractor, in writing take necessary steps and recover the cost from the contractor.

25.11 No work on the points, track circuits, equipments involving working signalling gears, internal wiring, cable termination, etc., should be done unless and until contractor's technical supervisors are present at site.

26 **CONTRACTOR'S DRAWINGS:**

- 26.1 Any work done by the contractor prior to the approval of the contractor's drawings will be done at the risk of the contractor unless previously authorized in writing by the Railway.
- 26.2 The tenderer shall be responsible for the correctness of the drawings furnished by him. The contractor shall carry out any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, submitted by him. Any approval given by the Railway for this purpose shall in no way absolve the tenderer from full responsibility for the execution of the contract in all respects.
- 26.3 After the contract is awarded, the contractor shall furnish to the Railway as required, prints of contractor's drawings that form an essential part thereof. No change shall be made in any approved drawings without the written consent of the Railways.
- 26.4 After completion of the execution of the contracts, the contractor shall submit to the Railway all corrected R.P. Film/cloth tracings of drawings furnished by him and six sets of copies of final drawings for each station.
- 26.5 Notwithstanding the fact the Railway might have approved or the contractor's design, drawings and specifications the contractor is responsible for the correctness of the entire scheme as a whole and its satisfactory performance to the specifications as laid down by the Railway. The Railway's responsibility is only for the correctness of the signalling plans.
- 26.6 In the event of any breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the agreement and or for original breach of trust, be liable to account to Government for all moneys, advances or profits resulting or which in the usual course would have resulted by reason of such breach.

27 SITE FACILITIES:

- 27.1 The quoted rates would be deemed to include charges for any and all site facilities that are considered necessary for the execution of the work unless otherwise indicated in the contract. In this connection specific attention is drawn to stipulation in clause 6 of the General Conditions of the Contract and intending tenderer are advised to acquaint themselves well with site conditions.
- 27.2 The land that can be made available by the Railway free of charge for the use of the contractor or his field office, stacking yard, stores depot and workshops may be ascertained by inspection at site. No assurances can be given regarding the vulnerability of such land to flooding during high floods. The Railways undertakes no responsibility or liability in this regard.

- 27.3 Land required for contractor's labour camps, staff colony or for any purposes other than those mentioned in ParaNo.27.2 will have to be arranged by the contractor at his own cost.

28 STORAGE OF PETROLEUM:

No petroleum, spirit within the meaning of the Indian petroleum Act shall be stored at site or adjacent land until the approval of the Railway and necessary license under the Act has been obtained by the contractor.

29 SERVICE ROADS:

The contractor will be permitted to make use of existing service roads free of cost. New Service roads, required by the Contractor in connection with the work whether within or outside Railway Land for carriage of materials or for other purpose whatsoever, will have to be constructed and maintained by the contractor at his own cost. For the purpose of construction of service roads on Railway land, permission will be given to the contractor at Railway's discretion free of any charges. If any land other than Railway's land is necessary to be acquired or entered upon for the purpose, then such land acquisition or permission to enter upon the land will have to be arranged for by the contractor at his own cost. The contractor will indemnify the Railway against claims for any damages whatsoever on this account. Railway however, reserves the right to make use of such serviceable roads without any charges.

30 ROYALTIES AND PATENT RIGHTS:-

The Contractor shall defray the cost of all royalties, fees and other payments in respect of patents, patent rights and licenses which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor on this provision, the contractor shall indemnify the Railway and their office servants, representatives, against all claims, proceedings, damages, cost, charges, expenses, loss and liability which they or any of them may sustain, incur or be put to by reasons or in subsequence directly or indirectly or any such breach and against payment of any royalties, damages or other money which the Railway may have to make to any person or holder entitled to patent right in respect of the users of any machine, instrument, process, article or things constructed, manufactured, supplied or delivered by the contractor or to his order under this contract.

31 COMPLETION PERIOD :-As stated in Chapter II

32 NIGHT WORK:-

The provision in clause 23 of the General Conditions of the contract should be noted regarding execution of work between sunset and sunrise. If the Railway is however, satisfied that the work is not likely to be completed in time except by resorting to night work by special order, the contractor would be required to

carryout the work even at night, without conferring any right on the contractor for claiming compensation.

33 DEDUCTION OF INCOME TAX - AT SOURCE:-

Income tax and surcharge, if any, as notified by the Income Tax department will be deducted at source from each bill, unless otherwise authorized by Income Tax Department.

34 INCOME TAX CLEARANCE CERTIFICATE:

The Tender must be accompanied by an authentic and current valid ITCC. If for any reasons, the tenderer/contractor is unable to submit the ITCC along with the tender, he shall clearly understand that no payment will be released to him even if tender is accepted in his favour till such time he produces the current ITCC. Till such time, he shall neither claim any payment nor the Railway will make him any payments. The intention is that no payments will be released without a current ITCC during the entire period of Contract unless so authorised by the Income Tax authorities.

35 LABOUR LICENCE:

35.1 The Contractors are required to produce license as enjoined in the Government of India Contractor labour (Regulation and Abolition) Act, 1978. They shall not be allowed to undertake or execute any work through contract labour except under and in accordance with a license issued under the said act in that behalf by the authorized Licensing Officer.

35.2 In terms of Child Labour (Prohibition & Regulation) Act 1986, any child below the age of 14 should not be engaged for the work by the contractor.

36 SITE CLEARANCE:

At the end of the work in each section the contractor shall as a part of his contractual obligation leave the area completely cleared of rubbish and obstructions of all kinds according to the instructions of the Railway's representative. Besides, he shall take all necessary steps in the course of the execution of work to avoid the presence of loose earth and ballast on platforms, in drains, on the track formation and pathways in the vicinity. If within a fortnight of completion of the particular item of site work the refuge is not cleared the Railway will arrange to get them moved at the cost of the contractor. However before the Railway actually gets the site cleared. Intimation in writing shall be sent to the contractor.

37 FORCE MAJEURE CLAUSE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled

to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

38. A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

38.A.1 If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

39. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

40-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

40-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

40-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

40-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

40-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

40-A.(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section

(1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

40-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952: The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

40-C (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54, 55, 55-A and 55-B of Indian Railways Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

41. SETTLEMENT OF DISPUTE AND ARBITRATION:

Arbitration in this tender will be governed by the Arbitration and Reconciliation Ordinance 1996, laid down in Para 63 & 64 of General Conditions of Contract.

41.1 MATTERS FINALLY DETERMINED BY THE RAILWAY:

All disputes or differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the

Railway and the Contractor shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8(a), 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1)(b) of the General conditions of the contract or in any clause of the Special Conditions of Contract shall be deemed as "excepted matters" and decisions of the Railway authority thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

41.2 DEMAND FOR ARBITRATION:

- (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.
- (ii) The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.
- (ii)(a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitration Tribunal.
- (c) The railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (iii) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- (iv) If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 45 days of receiving the intimation from the Government that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

41.3 OBLIGATION DURING PENDANCY OF ARBITRATION:

Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

- 41.4.1 In cases where the total value of all claims in question added together does not exceed Rs. 25,00,000 (Rupees twenty five lakh only),, the Arbitral Tribunal consist of a sole arbitrator who shall be either the General Manager or a gazetted officer of Railway not below the grade of JA grade nominated by the General Manager in that behalf. The sole arbitration shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.
- 41.4.2 In cases not covered by Clause 38.4.1, the Arbitral Tribunal shall consist of a panel of three Gazetted Rly. Officers not below JA grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted railway Officers of one or more departments, of the Railway to the contractor who will be asked to suggest to General Manager upto 2 names out of the panel for an appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts Department. An Officer of selection grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators.
- 41.4.3.If one or more of the arbitrations appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it is left by the previous arbitrator(s).
- 41.4.4 The arbitral Tribunal shall have power to call for such evidence by way of affidavit or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as be necessary to enable the Arbitral Tribunal to make the award without any delay.
- 41.4.5 While appointing arbitrator(s) under sub-clause 38.4.1, 38.4.2 and 38.4.3 above, due care shall be taken that he/they is/are not the one/these who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway Servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 41.4.6 The arbitral award shall state intewise, the sum and reasons upon which it is based.
- 41.4.7 A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

- 41.4.8 A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 41.5 In case of the Tribunal, comprising of three Members, any ruling of award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.
- 41.6 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 41.7 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include for the arbitrator(s) as per the rates fixed by the Railway Administration from time to time.
- 41.8 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

CHAPTER – V – SCHEDULE OF RATES(CAN BE OBTAINED FROM O/o CPM/GSU/TPJ)

CHAPTER – VI – TECHNICAL SPECIFICATIONS(CAN BE OBTAINED FROM O/o CPM/GSU/TPJ)

CHAPTER-VII-LIST OF DRAWINGS

1	SG/CN/O2/1	TRACK AND ROAD CROSSING
2	SG/CN/O2/2	CABLE PROTECTOR REINFORCED('V' TROUGH)
3	SG/CN/O2/3	CHASE CUTTING IN ROCKY AREA
4	SG/CN/O2/4	CHASE CUTTING IN ROCKY AREA
5	SG/CN/O2/6	FOUNDATION FOR APP. CASE (FULL)
6	SG/CN/O2/7	FOUNDATION FOR APP. CASE (HALF/QUARTER
7	SG/CN/O2/8	FOUNDATION FOR CABLE TERMINATION BOX
8	SG/CN/O2/9	FOUNDATION FOR COLOUR LIGHT SIGNAL
9	SG/CN/O2/10	FOUNDATION FOR SHUNT SIGNAL
10	SG/CN/O2/11	FOUNDATION FOR GROUND LEVER FRAME
11	SG/CN/O2/12	MASONARY PLATFORM FOR SIGNAL POST TELEPHONE
12	SK.03/2006/P	RCC CABLE MARKER
13	SG/CN/O2/13	MASONARY WORK FOR EARTH ELECTRODE
14	TY/08/2008	SIGNAL NUMBER PLATE

CHAPTER –VIII-LIST OF SIGNALLING MATERIALS WITH THEIR SPECIFICATION/DRAWINGS (CAN BE OBTAINED FROM O/o CPM/GSU/TPJ)

ANNEXURE - IV

**SOUTHERN RAILWAY
CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witness:

ANNEXURE-V
Reference – Para 6.1 of ITT

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

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

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

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

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 besides any other action provided in the contract including banning of business for a period of upto five 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.**



ANNEXURE-V (A)
Reference – Para 6.1 of ITT

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

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

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm / LLP/JV / Society/Trust.

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

8LL 457021

SEAL AND SIGNATURE
OF THE TENDERER

Place:
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	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASTRA
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

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

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

NAME OF BIDDER/JV PARTNER:

**Annual Contractual Turnover Data for the Previous 3/4 Years
(Contractual Payment only)**

Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
-------------	----------------------------	--------------------------	--

Average Annual Contractual Turnover for last 3 years

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

PROFORMA FOR TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____.
From the progress made so far and the present rate of progress, it is unlikely that the work
will be completed by the above date (or 'However, the work was not completed on this
date').

2. Expecting that you may be able to complete the work if some more time is given, the
competent authority, although not bound to do so, hereby extends the time for completion
from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion
of the work after the expiry of _____ (give here the stipulated date
for completion with/without any liquidated damage fixed earlier) will be recovered from
you as mentioned in Clause 17B of the Standard General Conditions of Contract for the
extended period, notwithstanding the grant of this extension. You may proceed with the
work accordingly.

4. The above extension of the completion date will also be subject to the further condition
that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the
extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said
conditions or in the event of your failure after accepting or acting upto this extension to
complete the work by _____ (here mention the extended date), further action
will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully
For and on behalf of the President of India

ANNEXURE – VIIA
(Reference Clause 40(A))

Registered Acknowledgement Due

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

RAILWAY
(Without Prejudice)**

To
M/s _____

Dear Sir,
Contract Agreement No. _____
In connection with _____

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

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

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India

ANNEXURE – VIIB

(Reference Clause 40(A))

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

_____ **RAILWAY**
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

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

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

Or,

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

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

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India.

8LL 457021

ANNEXURE – IX

(Reference Clause 62.(1))

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. **8LL 457021**, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XI

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**

(Without Prejudice)

No. _____ Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To
M/s _____

Dear Sir,
Contract Agreement No. _____
In connection with _____

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

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

ANNEXURE – XIII

Reference Para 62.(1)

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE
WORK.....**

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

No. _____ Dated _____
To _____
M/s _____

Dear Sir,
Contract Agreement No. _____
In connection with _____

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

2. Your above part of work in contract(details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract stands reduced to
.....

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

STATEMENT OF DEVIATIONSPROFORMA FOR STATEMENT OF DEVIATIONS

1. The following are the particulars of deviations from requirement of the Instructions to Tenderers, General & Special Conditions of Contract.

1.1 Instructions to Tenderers

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

1.2 General Conditions of Contract.

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

1.3 Special Conditions of Contract.

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

2. The following are the particulars of deviations from requirement of the technical specifications:

8LL 45702)

(Separate statement for each specification)

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)
--------	-----------	--------------------------------------

Note:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No deviations".

FORM-III

Proforma to be filled in and signed by the Tenderer and submitted along with the tender with reference to Clauses 18 and 19 of the Conditions of Tender

Strike out whichever is not applicable

I. The undersigned:

(a) is a retired gazetted officer holding prior to retirement a pensionable/non-pensionable post in Signal and Telecommunication Department of _____ Railway.

(b) is a partnership firm having as one of its partners a retired Engineer or a retired gazetted officer as aforesaid.

(c) is an incorporated company having any such retired Engineer or retired officer as aforesaid, as one of its directors.

(d) is having in my employment any retired Engineer or retired gazetted officer as aforesaid.

(e) has no such retired Engineer or retired gazetted officer so associated with me as stated above.

II. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder :

(1) Post held before retirement	_____
(2) Date of retirement	_____
(3) If not retired at least two years prior to date of submission of tender state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorised in this behalf.	_____

III. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in gazetted capacity in the Engineering Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder:-

(1) Name. _____

(2) Designation. _____

(3) Relationship. _____

**PROFOMA FOR NCC
(NO CLAIMS CERTIFICATE)**

I and /or(P.O.A., Holder)R/O.....
have executed the work ofAwarded vide LOA
No. Dt. Under
Agreement No.Dt. signed by me /my
authorized representative (Name of authorized by the Power of Attorney – Registration
No. Dt.)

I/ P.O.A. holder hereby solemnly declare that all the items of works carried out by
me under this Agreement had been fully and finally measured to under this agreement
against the Railways.

I/ P.O.A. holder, further declare that this NCC furnished by me/ authorized
representative of contractor of Firm is with positive assertion and with own volition, with
conscious mind and is not by omission / commission of concealment of intention,
coercion / duress or threat or undue influence.

And further declare that I/ P.O.A. shall not raise any objection / dispute regarding
any item of work under this Agreement in future and should and claim be raised by me in
future under this Agreement, this same shall stand nullified by virtue of this indenture.

(The POA holder unequivocally state and declare that POA assigned in my favour
provides full authorized to furnish this NCC vide the aforesaid POA
dated.....is still in my favour and has not been cancelled till date.)

Issued by me under my signature & seal of firm:-

Witness: 1

Signature:

Name of contractor/ P.O.A:

Address :

Witness: 2

(Note :) 1- (It Is proposed to obtain the above profoma in a stamped of value Rs. 20/-)

2- (In the case of power agent, an additional clause stating that the power provided for
furnishing the NCC & that such power has not been cancelled shall be included.)

NATIONAL ELECTRONIC FUND TRANSFER /
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
MODAL MANDATE FORM

(Investor's / Customer's option to receive payments through Credit Clearing Mechanism)

NAME OF THE SCHEME AND THE PERIODICITY OF PAYMENT

Unique Contractor / Vender code :

1. Investor / Customer's Name and address :
EMAIL ID Telephone No...

2. Particulars of Bank Account

a) Name of the Bank :

b) Name of the Branch

Address & Telephone No.

c) 9 Digit code number of the Bank and Branch :
appearing on the MICR cheque issued by the
Bank

d) IFSC Code of the branch :

e) Type of Account (Current / Saving / Cash) :
creditworth code 10/11/13)



f) Ledger and ledger folio No

:

g) Account Number (appearing on cheque book) :

(In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photo copy of a cheque or front page of your saving pass book issued by your bank for verification of the above particulars.

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at for reasons of the incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of the Investor / Customer

Certificate that the particulars furnished above are correct as per our records

Bank's Stamp

Signature of the Authorized Official of the Bank